The Solicitors' Journal.

LONDON, MAY 30, 1863.

THE LAWYERS' HOTEL was the subject of some observations in our columns a fortnight ago. Amongst other things we remarked that the lawyers "seem to be very unwilling to take the company's shares, if we may judge by the uncommonly long and repeated postponements of the last day for applications which have been made during the last few months." A contemporary who takes a peculiarly warm interest in the success of the company has had the good taste to reply "it is false that any other day than the 27th of this month has been advertised for closing the share list. That date was named from the beginning, and will not be changed." If the issue thus politely raised lay between us and our contemporary only, we should deem it unworthy of notice; but as the company in question assumes to be identified with that branch of the profession whose interests we represent, we shall state shortly how the matter stands, and leave the question thus raised to the judgment of our readers. In the *Law Times* of the 10th of January was contained the announcement of a scheme for establishing a new bank, promoted by that journal for "the honour and advantage" of the profession, and also of a new publication to be called the *Investors and Stock Exchange Magazine*, together with an advertisement, occupying a whole page, of the Inns of Court Hotel Company (Limited), stating that even then "a large amount of the capital had been already subscribed"—the capital being £100,000 in 10,000 shares of £10 each. In the following number of the same journal nothing further is said about the project of a law bank, but some wood-cuts containing enticing representations of the lawyers' hotel are incorporated in a leading article in praise of the new scheme; and in another part of the same number, under the head of Joint Stock Companies, there is a further puff of the concern, in which it is stated that "a considerable portion of it (the capital of £100,000) was subscribed before the scheme was announced," and in the same number, in the part identified with the Stock Exchange and the *Investment Journal*, the puff was repeated with little variation of language. In the number of January 24 there is another puffing leading article on the subject, in which it is stated that—

"The share list is rapidly filling, and will be closed *in a few days*, so that the lawyers who wish to take a share in it should lose no time in sending their applications. The deposit of 10s. required to be forwarded with it may be sent in *postage stamps*," &c.

We might safely stop here and ask our readers whether the statement we have just quoted—namely, that a few days after the 24th of January the share list would be closed—is consistent with the statement contained in the *Law Times* of May 23, that the 27th of May was "the date named from the beginning" for closing the share list. We abstain from using such terms as naturally suggest themselves, and are content to be judged by extracts from our contemporary himself. Neither shall we make any observations upon the extravagant waste of the company's funds upon unusually large and expensive advertisements for shareholders, at a time when we are told that the "list is rapidly filling," and that the main anxiety of the directors was that the shares should not be "held in few hands." Assuming the facts to be as stated by our contemporary, this large expenditure upon advertisements in his own columns might as well have been omitted. In the number of January 31 we are told that at the meeting of the board, held on the 29th of that month, "applications were received for no less than 1,224 shares." Whether those applications included the "considerable portion subscribed before the scheme was announced," is left to conjecture. Either it did or it did not. The natural meaning to be attached to the announcement is that 1,224 shares were applied for at a single meeting of the board, and did not include the large number of shares which had previously been taken by the promoters and their adherents. It is hardly possible that, after advertising for some weeks, and announcing authoritatively that a considerable portion of the capital was subscribed for before the scheme was announced, it should turn out that only about one-eighth of the shares should have been taken up. This is not improbable, however, judging from subsequent facts. Our contemporary goes on for *eight weeks* longer advertising the prospectus of the company, informing the profession that "applications for shares may be made in the usual form," and that "a large amount of the capital has been already subscribed." We believe the *Investment Journal* was equally zealous in proclaiming the same happy state of things in its advertising columns. We desire, however, to confine our observations as far as possible to the precise issue raised by our contemporary, which is that the 27th of May was "named from the beginning" for closing the share list; and that it is "false that any other day than the 27th of May has been advertised for closing" it. The first announcement made in the advertisements or prospectuses of the company on this point was contained in the *Law Times* of February 28. It stated that the board had passed a resolution "that sufficient capital having been subscribed to carry out the undertaking, it is advisable that the share list be *shortly* closed." Neither up to that time nor for TEN weeks afterwards is there any mention or intimation of the date of closing being the 27th of May. In the number of March 7 the very first article winds up by alluding to this resolution, and saying that "it was resolved that the share list should be *shortly* closed." We have no doubt that similar announcements were concurrently made in the *Investment Journal*, and divers other publications which it would be easy to enumerate, but we are content to confine ourselves to one. The numbers of March 14 and 21 advertise an announcement in the same terms, whilst that of March 28 omits it and substitutes the following:—"Applications for the *remaining* shares to be made to the bankers," &c. The natural conclusion from the last announcement, coupled with the former, would be that prior to March 28, the allotment had, in fact, taken place, but that a few remaining shares might still be had; and this notion is certainly encouraged by the temporary cessation of the large advertisement and the substitution of a smaller one, merely announcing the change of the company's office. The impression of April 11 contains an article commencing "we have purposely refrained from saying anything in the way of praise or recommendation of the project for the Lawyers' Hotel, &c.," and proceeds with a most curious commentary on this text, from which we extract the following:—

"More than half the nominal capital has been subscribed and this is ample for the purposes of the company, it being obviously more profitable to the shareholders to borrow upon their property at £5 per cent. and divide the entire profits among the smaller capital. On this account it has been resolved to close the books for the issue of shares after NEXT WEEK, so that if any persons propose to take shares in it they must apply immediately, or the opportunity will be lost of procuring them otherwise than in the market, where, from the nature of the constituency, who are all investors and not speculators, they are not likely to appear."

Next week, and another and another succeeding week, produced its *Law Times*, but without any announcement whatever relating to the Lawyers' Hotel; and it is not before the number of the 9th of May that we find any mention of the 27th of May as the time fixed for closing the share list. Further comment from us is unnecessary. We think we have said enough

to justify the observations which we made a fortnight ago on the subject of the Lawyers' Hotel. We protest against the attorneys and solicitors of England being identified with schemes of such a character or promoted in such a manner. A stranger might suppose, judging from the columns of our contemporary, that there was some close connection between Westminster Hall and Capel Court. We only give utterance to what is the general feeling of the profession when we resent as we have done the odious association. As a rule, lawyers, more than other classes of the community, stand aloof from the Share Exchange, at all events from such speculative companies as our contemporary is never tired of promoting and puffing.

THE PETITIONS of the English and Irish solicitors to the House of Commons for the total repeal of the Annual Certificate Duty will be presented next week. The following signatures have been attached to the English petition since our last impression:—

A. Rhodes	2, Church-ct, Clements-lane.
F. Farrar	19, Great Carter-lane.
H. F. Wood	3, New Inn, Strand.
J. M. Getts	Temple-chambers, Fleet-st.
T. B. Chambers	Brighouse, Yorkshire.
W. Clarke	10, Cliffords-inn.
C. Wintle	Bristol.
H. Monckton	Maidstone.
W. H. Bell, L.L.D.	"
G. E. Mead	118, Jermyn-street.
J. S. Hincks	14, King-st, Finsbury-square.
J. Nicholson	21, Bidborough-street.
G. Knox	3, Bloomsbury-square.
G. M. Phillips	7, Warnford-court.
J. P. Poncione	5, Raymond-buildings.
G. W^{m} Chinery	24, Essex-street, Strand.
H. Roberts	Pwllheli
O. Owen	"
G. Jones	"
J. H. Roberts	"
E. M. Roberts	"
E. Y. Cooper	Wincanton.
J. W. Jillard	"
H. Messiter	"
G. Messiter	"
J. Messiter	"
R. Tournay	Ticehurst.
T. H. Preston	Kirkby Stephen.
G. R. Thompson	Appleby.
W. Wilson	Kirkby Stephen.
E. C. Whitehurst	6, Guildhall-chambers.
J. M. Randall	10, Kings Bench-walk.
S. Tripp	2, Danes-inn, Strand
M. R. Leverson	12, St. Helens-pl, Bishopsgate.
C. H. Anderson	69, Lincoln's-inn-fields.
H. O. Curling	32, Cannon-st, West.
J. Bamford	Ashbourne, Derbyshire.

The following signatures have been added to the Irish petition:—

J. O'Brien	16, Richmond-place, N.
F. R. Falkner	10, Suffolk-street.
J. Banon	16, Richmond-place.
R. King	Ormond Quay.
E. Murray	Letter Kenny.
G. Twibill	3, Upper Sackville-street.
E. Hartigan	8, Inn Quay.
R. Chaftie	35, S. Frederick-street.
G. Bernard	8, Inn Quay.
R. H. Irvine	93, L. Gardiner-street.
R. Fitton	5, Talbot-street.
L. Clare	33, Lower Sackville-street.
R. Johnstone	8, Lower Ormond Quay.
J. M'Nally	1, Morgan-place.
R. H. Bruniker	31, York-street.
J. Malcolmson	31, York-street.
R. Malcolmson	31, York-street.
G. D. Lawler	36, Upper Ormond Quay.
J. R. Sanders	61, Abbey-street.
T. Walsh	13, Merchants Quay.
C. Loughnan	84, Gardiner-street.
E. Smith	5, George's-place.
R. J. Martin	41, Kildare-street.
C. Woodward	43, Dame-street.
J. Mara	33, Lower Gardiner-street.
J. Mara, jun.	33, Lower Gardiner-street.
D. Ferguson	32, Ormond Quay.
O. Speer	32, Lower Gardiner-street.
J. Baxwell	Lower Ormond Quay.
V. Daly	21, Eriles-street.
A. Barber	Lower Ormond Quay.
W. Taylor	Lower Ormond Quay.
J. Eyre	1, Lower Ormond Quay.
W. Graham	1a, Barhilon Walk.
P. Lawless	41, L. Baggot-street.
J. Tench	24, Ormond Quay.
R. Lyle	62, M. Abbey-street.
U. Glanville	45, Fleet-street.
W. W. Dwyer	45, Sackville-street.
T. H. Roe	Ormond Quay.
J. M. Abbott	Lower Gardiner-street.
C. Lodge	14, Lower Mount-street.
J. Dillon	31, Great Charles-street.
G. O. D. Kennedy	21, York-street.
W. Sullivan	8, Inn Quay.
G. Knight	Ormond Quay.
G. Bennett	46, Fleet-street.
J. Barry	Lower Ormond Quay.
T. Merrick	45, Fleet-street.
J. Harris	Cork.
M. Driscoll	81, Camden-street.

THE JURIDICAL SOCIETY will hold its next meeting on Monday, the 1st of June, at eight o'clock p.m., precisely, when Mr. Frederick Lawrence will read a paper entitled "The Circuit System: its Influence on the Administration of Justice and on the Interests of the Bar." R. P. Collier, Esq., Q.C., M.P., will preside.

THE LAW AMENDMENT SOCIETY will meet on Monday next, the 1st of June, when a paper will be read by Mr. Serjeant Burke on the "Present state of the Law of Copyright in Literature and the Fine Arts, with a view to its amendment;" and another paper by Dr Waddilove on the "Sale of Benefices in connection with the Augmentation of Benefices Bill now before Parliament."

STATUS OF ASSURANCE POLICY-HOLDERS.

It is a remarkable fact in the history of Life Assurance, that until very recently there was no instance, or at least of any importance, where an assurance company being wound up in the Court of Chancery, or unable to go on with its business, has not succeeded in transferring its policies to another company, and thus prevented all questions between the company and its policy holders, or between the latter and its general creditors. Of late, however, such questions have arisen and some of them have been decided in suits, and in proceedings under winding-up orders, but others of them still remain undecided. We shall now attempt to state more definitely what the points are, and how they stand at present with regard to the authorities.

1. As to the general body of policy holders, both participating and non-participating. It is usual for the policies of the great majority of offices, and also their deeds of settlement, to provide that the funds or property of the company, for the time being inapplicable to prior claims and demands, shall alone be answerable for the claims and demands of the assured. What is the effect of such a clause? It generally, or perhaps universally, proceeds in terms to exonerate the directors and shareholders of the company beyond the amount of their shares or interests in its capital stock or funds, and thus it is plain that the sole security of the policy holders are the funds of the company. This being so, it is of the utmost importance to them to know whether they have any control over the custody or application of these funds, or whether they are absolutely within the power and under the control of the trustees and directors of the company? If, under no circumstances whatever, the policy holders are entitled to interfere

with the application or even the entire transfer of the funds, there is nothing to prevent the directors and shareholders, whenever it is to their advantage, as opposed to that of the policy holders, to sell the business of the company, and transfer its assets to another company, which, although perhaps hardly solvent when valued in regard to its prospective liabilities, yet may be willing to pay a good price for the transferred business—or, in other words, to allow the shareholders of the transferring company to divide amongst themselves a large share of the very fund that, according to the stipulation, was to be the security of the policy holders. If, in such a case, the policy holders have no right to interfere, the security of assurance policies must be regarded with a very doubtful eye. On the other hand, companies' deeds of settlement always provide that the management of the company, and the custody and application of its funds, shall be in the hands of the directors and trustees, and some of these deeds expressly confer the power of transferring or amalgamating the business of the company; and the policy holders generally have, upon the face of their policies, at least implied notice of the provisions in the deed of settlement.

The question has recently been raised in several suits, but has not yet been decided, whether in such a case policy holders have a specific lien or charge upon the funds of the company for the amounts assured by their policies, and also whether they are entitled to an injunction to restrain a transfer of the business where such transfer would have the effect of diminishing their security. In the absence of authority upon the question, we shall not venture to pronounce upon it positively. It appears to us, however, that where the deed of settlement contains express power to sell or amalgamate the business of a company, and the policy holders have notice of the deed (as they would probably be always held to have where the company was formed under one of the Acts which require registration of the deed), and the sale or amalgamation is conducted with due regard to the rights and interests of policy holders, they cannot successfully object to the transaction. But where the deed contains no such power or authority, it is very doubtful that a sale or amalgamation can take place without the assent of every policy holder, or without setting apart a sufficient fund to answer the claims of those who dissent. It does not follow that, because the transaction is within the *terms* of the deed, and is shaped according to its requirements, it must therefore stand as against the policy holders. Fraud or *mala fides* will of course vitiate it, or the purchasing company may have no express power to buy or amalgamate; and it has been held that such transactions do not come within the ordinary powers of directors or within the ordinary business of a company, and therefore cannot be entered into by the company where its deed is silent on the subject. Even where both companies were duly empowered by their respective deeds, and the entire transaction was strictly in conformity with them, yet a court of equity would probably interfere wherever it appeared that the purchasing or amalgamating company afforded a doubtful security to the policy holders, or where the result of the arrangement would be manifestly damaging to their interests.

2. The special rights of participating policy holders next come to be considered. They have a three-fold aspect. First, as towards the company and shareholders; secondly, as towards the non-participating policy holders; and, thirdly, as towards the general body of creditors, where the assets are deficient. *The English and Irish Church and University Assurance Society*, 11 W. R. 681, a recent decision of Vice-Chancellor Wood, has a very important bearing upon these three points. It decides that a participating policy holder, although entitled by the terms of his policy to a proportion of the profits made by the society, is not thereby constituted a partner with the proprietors of the society; and further, that where a fund has been created by the deed of settlement of a life assurance company, for payment of all claims upon the society, in respect of assurances, and in payment of all other liabilities of the society, persons claiming in respect of assurances ought not to be postponed to the general creditors, but be ranked *pari passu* in a distribution of the assets realised under the winding-up of the society.

In this case there was a deficiency of assets, and therefore the question of partnership was raised for the purpose of fixing the participating policy holders with liability to the general creditors of the company, upon the now exploded principle that whoever shares in the profits of a business is necessarily a partner in it. Vice-Chancellor Wood held that although the participating policy holders were entitled to receive such bonuses or share of profits as might be declared by the company, yet their position was wanting in some of the essentials of partnership, as they had no voice whatever in the division of profits, or in the management of the company. They were, therefore, held not only to be free from liability as towards the general body of creditors, but to be entitled to rank with them equally in the distribution of the assets. The Vice-Chancellor's judgment contains an important dictum to the effect that participating policy holders were not merely free from all the liabilities, but that they were also disentitled to any of the rights of partners. In the deed of the particular company in question there were provisions of the usual character, the effect of which was to place the calculation and declaration of the bonus entirely in the hands of the officers and shareholders of the company, and to exclude all interference on the part of the policy holders. Remarking upon these provisions, the Vice-Chancellor said, "the participating policy holders had no power to file a bill for an account, or to compel an allotment of the surplus: they had no power of objecting, and must take, without inquiry, whatever the actuary, who had full discretion to deal with the matter as he thought fit, had *bonâ fide* allotted." It must be borne in mind that these observations are contained in a judgment deciding a question as to the *liabilities*, and not the *rights*, of such policy holders. It should not be assumed that the Vice-Chancellor's judgment goes the length of absolutely excluding their right in any case to an account of the profits as against the company and shareholders. The judgment implies, as a matter of course, such a right where the division of profits and the bonus are *malâ fide*. It would be hardly possible to contend for any other rule than this—at all events in a court of equity, which is always ready to undo what has been done by fraud. But is actual fraud really necessary to enable participating policy holders to make a company account for profits to a share of which they are entitled? The division of profits may proceed upon an unfair or erroneous principle, although it might be hard to prove fraud against the company; and probably the Vice-Chancellor's observations were intended to include cases of *constructive* fraud, and so to let in the jurisdiction of courts of equity wherever the share of profits assigned by way of bonus was in fact unfair. There has yet been no decision in any court of equity upon the point whether a participating policy holder, where the deed does not enable a sale or transfer of the business, can insist upon having it carried on against the wishes of the shareholders, or if he cannot then as to his rights in respect of future bonuses in case he declines to accept a similar policy in another company.

3. The decision to which we have already referred settles for the first time that in the winding-up of a company the policy holders and general creditors are all upon the same footing, and that, as amongst themselves, there is no priority of right. If, on the one hand, the participating policy holders are not liable, as partners, to the non-participating ones and the general creditors, so on the other hand, as between the general

creditors and the whole body of policy holders, the latter are not to be regarded as specialty creditors, or as being entitled to priority in respect of any lien or charge on the company's funds by virtue of the clause in the policies limiting their security to such funds.

4. Hitherto when insurance companies have come to be wound up in the Court of Chancery, the policies have generally been assigned to another company, with the assent of their owners: but (as in the above case), such a course is not always possible, and it is likely every day to become less so, since these wholesale transfers are now regarded with much more suspicion than they used to be. Where, then, another company cannot be found to accept the transfer, how are the policies to be provided for? The Companies Act, 1862, sect. 158, provides that "in the event of any company being wound up under this Act, all debts payable on a contingency, and all claims against the company, present or future, certain or contingent, ascertained or sounding only in damages, shall be admissible to proof against the company, a just estimate being made, as far as possible, of the value of all such debts or claims as may be subject to any contingency or sound only in damages, or for some other reason do not bear a certain value." Holders of policies would therefore be entitled to come in as creditors against the company for the value of the policies at the time of the winding-up, and this value, as a general rule, is the amount which would be necessary to place the holders on the same footing in a good office.

THE PERPETUATION OF TESTIMONY.—*ELLICE v. ROUPELL*, 11 W. R. 579.

(*Continued from p.* 546).

In *The Earl of Suffolk* v. *Green* (7 Atk. 450) the plaintiff brought his bill to take the examination *de bene esse* of witnesses to a bond entered into by the plaintiff's ancestor, charging that the defendant Green, whom the plaintiff wanted to examine, was very aged and infirm, and the plaintiff insisted in the bill that the bond was entered into on a usurious contract. The defendant demurred on the grounds, that the bill sought to subject him to a penalty, and that the plaintiff did not offer to pay what was really due on the bond. Lord Hardwicke said, that so far as the bill prayed the defendant to put in an answer so far it was a bill of discovery, for the answer must necessarily go to the usury charged in the bill; that the demurrer to the discovery, upon the grounnd that it would subject the defendant to a penalty, was proper, but that as to the other part of the demurrer it was bad, because a man might bring a bill to perpetuate testimony without offering to pay what was due. "So far as this, if proved, relates to the loss of the debt, so far it may be called a penalty; but a man may bring a bill to perpetuate testimony in many cases where he cannot bring a bill for relief without waiving the penalty: as in waste, or in the case of a forged deed, or in the case of insurances after commissions to examine witnesses beyond sea, as to fraudulent losses, and yet in many cases fraudulent losses are subject to a penalty, even sometimes felonious." The Lord Chancellor, in overruling the demurrer, gave the defendant leave to insist, by way of answer, against making any discovery touching the usurious contract charged and suggested by the bill. It appears, from a recent search in the Record Office, that no answer was afterwards put in. This case is used as a strong argument in favour of the doctrine that a defendant in a suit to perpetuate testimony must answer the plaintiff's bill. But it is to be observed that the bill was filed to take the evidence of witnesses *de bene esse*, and not *in perpetuam rei memoriam*; that the ground on which the decision of the Chancellor was based was that a demurrer, bad in part, must be overruled altogether, and that he gave the defendant an opportunity of defending himself against the discovery as to the usury, by way of answer. The case cannot be used as an authority for the doctrine that a defendant must put in a full answer to a bill filed for the examination of witnesses *in perpetuam rei memoriam*. In *Lord Dursley* v. *Fitzhardinge* Lord Eldon, in his judgment (6 Ves. 263), after referring to a case of *Seaborne* v. *Clifton*, reported in Eq. Cas. Abr. and also in Vern., as having been supposed to decide that a bill to perpetuate testimony would not lie against a purchaser for valuable consideration, said that it appeared, from the Registrar's book, that the case amounted to no decision at all; the plaintiff having been allowed to withdraw his bill on payment of moderate costs; and his Lordship then continued—"Nor did it establish a principle, which I think it very difficult to maintain, that if one (of two persons claiming a reversion) had sold his title to a third person, a bill to perpetuate testimony could not be maintained, for such a bill calls for no discovery from the defendant, but merely prays to secure that testimony, which might be had at that time if the circumstances called for it." It follows that a full discovery by the answer of the defendant is not an essential part of the plaintiff's rights in suits to perpetuate testimony, and indeed that the reason why such bills are permitted to be filed in the above exceptional cases is that they do not call for discovery. If they did, and could be used for that purpose, then the same objections would lie to them which are held to form successful defences to pure bills of discovery on the same subjects.

What, then, is the office and function of an answer in suits to perpetuate testimony? We believe it to be one of a merely formal character. It was required under the old practice, in order to enable the plaintiff to join issue and then proceed to the examination of those witnesses whose testimony it was sought to preserve. The 73rd of Lord Bacon's Orders provides that "witnesses shall not be examined *in perpetuam rei memoriam*, except it be upon the ground of a bill first put in *and answer thereunto made*, and the defendant or his attorney made acquainted with the names of the witnesses that the plaintiff would have examined; and so publication to be of such witnesses, with this restraint nevertheless that no benefit shall be taken of the depositions of such witnesses, in case they may be brought *viva voce* upon the trial, but only to be used in the case of death before the trial, or age, or infirmity, or absence out of the realm at the trial." It is clear from this order that as an ordinary rule an answer was required, as well as a bill filed, before the examination could take place; but it is also clear, from the decision in *Coveney* v. *Athill*, 1 Dick. 355, that if a defendant refused to answer in a suit to perpetuate testimony, and stood out all process of contempt, whereby the plaintiff was prevented from joining issue, the Court would give him leave to examine his witnesses notwithstanding. The 6th rule of the 9th Consolidated Order, which is substituted for the above-mentioned order, simply provides that "witnesses shall not be examined *in perpetuam rei memoriam* unless a bill shall have been first filed for that purpose." It would seem, therefore, that under the new practice, after the time has elapsed for a defendant to demur, plead to, or answer a bill to perpetuate testimony, the plaintiff may obtain an order for leave to examine his witnesses without being required to call for an answer from the defendant and to join issue thereon. That bills to take the testimony of witnesses *de bene esse*, and bills of discovery, properly so called, may be united in one suit, there can be little doubt: they both relate to present and pending proceedings, and, so far as discovery is concerned, are governed by the same principles. *The Earl of Suffolk* v. *Green* was a case of this description, and so also was *Phillips* v. *Carew*, 1 P. Wms. 117 (1709). There is, however, no authority whatever for the doctrine that suits to examine witnesses *in perpetuam rei memoriam* can be used for the purpose of enforcing a full discovery from the defendant, and the absence of any record in the books of insufficient answers filed in such suits is sufficient evidence of the non-existence of such

proceedings in actual practice. Out of the records of twenty-eight cases on the subject submitted to the officers of the Record and Writ Clerks Office for investigation by the Master of the Rolls, in the course of the consideration of the recent case before him, in only one (*Brandling* v. *Ord*, 1 Atk. 571) was a further answer put in, and that did not appear to have been brought to the attention of the Court. In the most recent case on the subject (*Brigstoche* v. *Roch*, 7 Jur. N. S. 63) the plaintiff filed no interrogatories for the examination of the defendant, but the latter put in a voluntary answer.

The result of our investigation is that a bill seeking to take the examination of witnesses *in perpetuam rei memoriam* cannot be used for the purpose of enforcing a discovery from the defendant as to the issues stated in the plaintiff's bill. It is at any rate obvious that if a full answer could be extracted from a defendant in such a suit, it could never be used for any purpose whatever against him: the only evidence *perpetuated* in such proceedings being the depositions of the witnesses examined under the commission. The Court has never compelled a defendant by answer to satisfy the mere curiosity of the plaintiff: the test applied has always been whether the discovery is material to the plaintiff's case, and if immaterial, the defendant is relieved from the liability to answer. The object of a suit to perpetuate testimony is simply the examination of the witnesses; and if the defendant does not dispute the plaintiff's right to have such examination taken, the latter has obtained all the advantage to which he claims to be entitled. There can, then, be no such thing as an insufficient answer to a simple bill to take the examination of witnesses *in perpetuam rei memoriam*. A full discovery can only be required from a defendant where the disclosures sought are material to the relief prayed by the plaintiff in a suit in the Court of Chancery, or are necessary in aid of proceedings begun or about to be instituted in another court; but where the subject-matter is incapable of present judicial investigation, although the plaintiff may preserve the testimony of witnesses, he cannot call upon a defendant to make a discovery upon oath as to the matters stated in the bill.

(To be continued.)

EQUITY.

INJUNCTION AGAINST BREACH OF COVENANT.

Parker v. *White*, V.C.W., 683.

It was decided in *Tulk* v. *Moxhay*, 2 Phill. 774, that a covenant, between a vendor and a purchaser of land, that the purchaser and his assignees shall use or abstain from using the land in a particular way, will be enforced in equity against all subsequent purchasers with notice. Before that decision it was generally considered that where the covenant did not run with the land, so as to be binding at law upon a purchaser from the covenantor, a court of equity had no jurisdiction to enforce it by injunction against such purchaser; and Lord Brougham, in *Keppel* v. *Bayley*, 2 My. & K. 547, insisted upon this view. "The knowledge," said his Lordship, "by an assignee of an estate that his assignor had assumed to bind others than the law authorises him to affect by his contracts—had attempted to create a real burden upon property which is inconsistent with the nature of that property, and unknown to the principles of the law—cannot bind such assignee by affecting his conscience." That case was therefore an authority for the proposition that where the covenant did not run with the land so as to bind assignees at law, a court of equity would not, by holding the conscience of the purchaser to be affected with notice, give the covenant a more extensive operation than the law allowed to it.

In *Tulk* v. *Moxhay*, 2 Phill., however, Lord Cottenham refused to follow this decision, and laid down the contrary rule, which has since been uniformly followed. "It is said," said Lord Cottenham, "that the covenant being one which does not run with the land this Court cannot enforce it; but the question is, not whether the covenant runs with the land, but whether a party shall be permitted to use the land in a manner inconsistent with the contract entered into by his vendor, and with notice of which he purchased." In all cases, therefore, where the covenant does not run with the land, the question now is whether or not there is notice of it in the person sought to be restrained from any breach of it. If the question were *res integra* so much could be said in favour of Lord Brougham's view that it might probably come to be settled law. It is very questionable whether courts of equity ought in effect to attach upon land covenants which the law says do not run with it, and it is no doubt often very inconvenient and embarrassing to decide such a question according to the subtle rules of constructive notice. But *Tulk* v. *Moxhay* has been too long and generally followed to be now questioned, and where such a covenant exists all that a party entitled to its benefit need do is to bring home notice to the person infringing it; and upon this point we may cite a few cases by way of illustration, mainly for the purpose of showing that actual or express notice is not necessary, and that notice of an extremely constructive or implied character has been held to be sufficient. One of the most important and commonly cited cases of this kind is *Coles* v. *Sims*, Kay, 56, on appeal, 5 De G. M. & G. 1. In that case there was an agreement to sell part of the vendor's land, and the vendor and purchaser entered into mutual covenants, prohibiting building, except in a specified manner, on the sold and unsold parts; and it was there held that a subsequent owner of the unsold part claiming through the grantor by means of deeds, one of which referred to the deed containing the prohibitory clause, but not expressly to that clause, was bound by the prohibition in question. This decision, it will be seen, proceeded upon the ordinary doctrine of constructive notice that notice of an instrument is notice of its contents. (See also *Patching* v. *Dubbins*, 1 Kay, 9; *Child* v. *Douglas*, 1 Kay, 560; on appeal, 5 De G. M. & G. 739.)

In the above-named case of *Parker* v. *White*, the notice upon which the Court held the defendants liable to be restrained by injunction was purely constructive. The plaintiff was a lessee of a house in Oxford-street, and in the lease was a covenant against permitting any sale by auction on the premises without the lessor's licence. The suit was to restrain the defendants (sub-lessees) from breach of this covenant, notice of the covenant being alleged against them, which they however denied; and Vice-Chancellor Wood restrained the defendants, notwithstanding the absence of any proof of actual notice, upon the ground that they were bound to have made inquiry, and to have satisfied themselves as to the covenants contained in the original lease by inspecting the instrument itself. There appears to have been some evidence to show that the defendants had made inquiry of their own lessor, and had been satisfied by him that there was nothing to prevent them holding an auction on the premises; but the Vice-Chancellor considered that the defendants were bound to insist upon seeing the original lease. This decision certainly shows that the doctrine of constructive notice in its widest range is applicable in these cases, and that its effect will generally be to give the same force and operation to covenants of such a character as if they ran at law with the land.

TRUSTEE ACT, 1850—LUNACY REGULATION ACT.—The Court declined to make an order under the Trustee Act, 1850, appointing a new trustee, in a case where there was an existing power of appointment vested in a lunatic tenant for life, in the absence of the committee of the lunatic, and directed the petition to stand over, with liberty to serve the committee with the petition.—*Re Parke's Trust*, M. R., 11 W. R. 635.

TAXATION—SOLICITOR—COMMISSION.—A. agreed to

lend a sum of money to B. upon security, and the solicitors for the latter undertook that if the matter went off they would pay the reasonable costs incurred by A. in the matter. Two days before the day when the money was to have been paid in London, the lender, who resided in the country, withdrew the amount of the proposed loan from his bankers in the country, and sent it to London, and the bankers charged him a quarter per cent. on the amount in consequence of the withdrawal without notice. The contract of loan afterwards went off by reason of a difficulty as to the borrower's security.

Held, that the reasonable costs incurred by A. in the matter did not include the banker's commission.—*Re Blakeley*, M. R., 11 W. R. 656.

SPECIFIC PERFORMANCE.—A railway company take lands, and the price is settled by arbitration, but not under the Act; and it appearing that a good title cannot be made, an arrangement is made under which the company pay a part of the purchase-money, and are let into possession. Nothing further being done, and the vendors refusing anything but a personal indemnity, filed a bill for specific performance, and after time for answering is past, and no answer put in, move to pay the balance of the purchase-money into court, and to restrain the company from using the land or retaining possession.

Motion refused with costs.—*Capps* v. *The Norwich and Spalding Railway Company*, V. C. K., 11 W. R. 657.

ILLEGITIMACY—FICTITIOUS ISSUES.—B. eloped from her husband A. in December, 1859, and remained abroad with her paramour until September, 1860. A. obtained in February, 1861, a decree *nisi* for the dissolution of his marriage, and on the 22nd of May, 1861, the marriage was absolutely dissolved.

On the 4th of May, 1861, B. was delivered of a child, E. In January, 1862, A., who was a man of large fortune, executed a settlement of £2,000 upon trusts for the benefit of all and every the children of his marriage with B.; and in order to determine the question as to E.'s legitimacy a bill was filed by the infant children of the marriage born previously to the elopement, by A. as their next friend, praying that the trusts of the settlement might be carried out, and a declaration that, as the only children of the marriage, they were entitled absolutely to the benefit of the provisions made by the settlement.

Held, that although the Court might not have countenanced such a suit by a mere stranger, the question of E.'s legitimacy was fairly raised upon the bill, and that the Court had full jurisdiction to determine who were entitled to the trust fund, notwithstanding that the settlement had been made for the express purpose of raising the question.—*Gurney* v. *Gurney*, V. C. W., 11 W. R. 659.

LOCKE KING'S ACT—"WILL ALREADY MADE."—A will made in 1848 contained a devise of real estate. The testator, in 1861, made another testamentary instrument not affecting the former devise, and not referring to the former will. The real estate was subject to a mortgage. The devisee claimed to have his real estate exonerated from a mortgage debt.—Held, that the will was "a will *already made*" within the exception of the 17 & 18 Vict. c. 113; that its re-publication after the statute came into operation did not bring it within its provisions, and that the devisee was entitled to have the real estate exonerated out of the personalty.—*Rolfe* v. *Perry*, L. C., 11 W. R. 674.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE.—W. and M. entered into a contract whereby M. agreed to purchase from W. a piece of building land for the purpose of erecting thereon a house for his own residence. By the terms of the contract the vendor was forthwith to make a road, which the purchaser was to be entitled to use, as an access to and from the land purchased, and the purchaser was within eighteen months after the execution of the conveyance to erect a house of a certain value on the land purchased. Some delay occurring on the part of the vendor in answering the requisitions on title, the purchaser gave him notice in writing that unless such requisitions were complied with within a month he should consider the contract at an end. The vendor's solicitor took steps to satisfy the requisitions, but failed to do so within the time fixed by the notice. The purchaser afterwards refused to perform the contract, relying on the notice to rescind. On a bill by the vendor for specific performance—Held, 1st, that the subject matter of the contract—viz., the purchase of land for the purpose of building a house for residence—did not in itself make time of the essence of the contract. 2ndly, that the purchaser was not justified, while negotiations were going on for the removal of his objections to the title, in giving the vendor notice to complete within a month, or that the contract be rescinded. 3rdly, that the circumstance that part of the consideration for the contract was that the vendor should make a road, which had not been completed, did not prevent the Court from specifically enforcing the contract.

Sir J. Romilly, M.R., in giving judgment, said:—I am of opinion that such a contract is perfectly distinct from a simple contract by a builder to build a house, or by a road-maker to make a road, which rests upon totally different considerations. It is suggested to me how can the Court enforce this contract. The simplest mode is this: if the vendor refuses to perform it, I should allow the purchaser to complete the making of the road, and allow him to deduct from the purchase-money the proper amount of expense for making the road. Undoubtedly, if this were a contract which depended upon the fact of the road being made, and if that were a consideration precedent, then other considerations would arise; but upon the construction of the contract I am of opinion that that is not the effect of it, but that the effect of it is simply that, as a part or as a condition of the contract, the defendant is entitled to have the road made.—*Wells* v. *Maxwell*, M. R., 11 W. R. 676.

WILL—CONSTRUCTION—ANNUITY.—A testator directed his trustees to invest a sum sufficient to pay £50 per annum to H. T., and on her marriage or death to divide the stocks, &c., from which the £50 should have been produced equally amongst his nephews and nieces. The interest on the estate was insufficient to produce £50 per annum. Held, on the construction of the will, that the deficiency could not be supplied out of the *corpus*.—*Tarbottom* v. *Earle*, V. C. S., 11 W. R. 680.

Practice.

STAYING PROCEEDINGS.—The Court will not stay proceedings under a decree pending an appeal, but will, if the circumstances of the case warrant it, require security to be given for the return of any costs payable under the decree.—*Gibbs* v. *Daniel*, L. J., 11 W. R. 653.

—— Where the defendant does not consent, or his consent has not been asked, to having the costs of the suit disposed of when the objects of the suit have been satisfied before the hearing, the plaintiff cannot stay proceedings upon motion, and make defendant pay the costs of suit.—*Morgan* v. *Great Eastern Railway Company*, V. C. W., 11 W. R. 662.

INFANT—DISCONTINUING SUIT.—Upon an infant co-plaintiff attaining his majority, whether before or after decree, and wishing to discontinue the suit, the proper course is to strike his name out as plaintiff, and insert it as a defendant.—*Bicknell* v. *Bicknell*, M. R., 11 W. R. 657.

STOP-ORDER.—Where a creditor of a party interested in a fund in court obtains judgment, and an order absolute at law to attach the fund, this Court will, under the 1 & 2 Vict. c. 110, and 3 & 4 Vict. c. 82, make an order *nisi*.—*Re Nowell*, V. C. K., 11 W. R. 658.

SUBSTITUTED SERVICE.—Where a defendant to a suit out of jurisdiction is a party, having a direct interest in the subject-matter, although he has not been heard of for eight years, when he gave a special power of attorney in relation to the matters in question, the Court will order substituted service upon his attorney,

allowing time according to the distance of his last known place of address.—*Barker* v. *Picle*, V. C. K., 11 W. R. 658.

COURT OF CHANCERY.

(Before the MASTER OF THE ROLLS.)

May 23.—*In re an Attorney's Clerk.*—His Honour stated that it had been recently discovered that some one had forged an order of the Court, and that upon inquiry the delinquent was discovered to be an attorney's clerk. The object of the forgery was not to obtain any pecuniary advantages but merely to escape the consequences of an omission of duty. The person who had so far forgotten himself had expressed the deepest regret for his conduct, and it appeared, moreover, that he had a wife and young family wholly dependent upon him for support. Under these circumstances, the Court would not press the case further, but wished it to be understood that in future such impositions would be severely punished.

REAL PROPERTY LAW.

Correspondence.

DEVISE—ESTATES FOR LIFE.

J. C., by his will, made in 1785, devised to trustees and the survivor of them, and the heirs and assigns of such survivor, freehold lands, upon trust to raise and pay a sum of money due from the testator on bond, then upon trust to permit his daughter A. F. to receive the rents and profits for her life, and after her decease in trust for the child and children of his said daughter which might be living at the time of her decease, share and share alike; and in default of such issue, then in trust for the heirs, executors, and administrators of the said A. F., his, her, or their heirs and assigns for ever.

According to counsel's opinion, the children of A. F. take under the above devise estates for life only, but the correctness of that opinion is doubted, and I should be glad to have the opinion of any of your correspondents on the point.

May 25, 1863. A SUBSCRIBER.

PRODUCTION OF TITLE DEEDS.

In deeds of covenant for production of title deeds, the covenant runs, that the covenantor will, "unless prevented by fire or some other inevitable accident," produce, &c. Can any of your readers tell me whether, if the deeds be "stolen," the covenantor is excused? If so, a reference to a case will oblige.

27th May, 1863. A. B. C.

COMMON LAW.

MINORS—NECESSARIES—LIABILITY EX DELICTO.

Burnard v. *Haggis*, C. P., 11 W. R. 644.

That infants are favoured in English law—as, indeed, they are in every other legal system—is sufficiently well known, and needs not elucidation. They can sue but cannot be sued upon their contracts, infancy being a personal privilege (*Holt* v. *Ward, Clarencieux*, 2 Str. 937; *Warwick* v. *Bruce*, 2 M. & S. 205). An infant can consequently sue an adult for breach of promise of marriage, but cannot be sued on such a contract. So, although not liable on any mercantile contract, as he is not allowed to trade, still he may maintain an action thereon (*Warwick* v. *Bruce, ut sup.*; *Collins* v. *Brooke*, 4 H. & N. 270). And it is no defence to an action against an adult on a bill that a prior party thereto is an infant (*Taylor* v. *Croker*, 4 Esp. 187; *Drayton* v. *Dale*, 2 B. & C. 299). Nor is it any answer at law to a plea of infancy that the infant had fraudulently represented himself to be of full age, and that it was on the faith of such representation the other party contracted with him (*Johnson* v. *Pye*, 1 Sid. 258). Such facts will not constitute valid matter even for a replication on equitable grounds (*Bartlett* v. *Wells*, 10 W. R. 229). In such a case, however, a Court of equity might grant relief against the infant on the ground of fraud (*Ex parte the Unity Joint Stock Mutual Banking Association, In re King*, 6 W. R. 264; *Nelson* v. *Stocker*, 7 W. R. 603).

An infant, however, may be compelled to pay his debts on contract if they are for necessaries. And he may contract for the supply of necessaries on credit, even though he be shown to have had an income at the time (*Burghart* v. *Hall*, 4 M. & W. 727, 733). What are necessaries for an infant is a question to be determined according to the infant's age, state, and degree (*Wharton* v. *Mackenzie*, 5 Q. B. 606; *Peters* v. *Fleming*, 6 M. & W. 42; *Studman* v. *Rose*, Car. & M. 422). Thus, a livery for the servant of an infant, who was a captain in the army, was held to be necessary for him, but he was held not to be liable for cockades ordered for some of the soldiers of his company (*Hands* v. *Slaney*, 8 T. R. 578). In one case, however (*Berolles* v. *Ramsay*, Holt N. P. R. 77), a lieutenant in the Royal Navy, under twenty-one, was held not to be liable for the price of a chronometer, the price of which was £68, there being no proof that it was essential he should have such an article. The principle of this case can hardly be reconciled with the numerous decisions which authorise the doctrine that anything that *may* be necessary for an infant is really so. Thus, an infant has been held liable for the price or hire of horses if they be suitable to his fortune or rank in life, and if such be ordered by his medical adviser (*Hart* v. *Prater*, 1 Jur. 623). Where he is so liable he is also responsible for any necessary work with respect to such horses. It must be shown, however, in the replication to a plea of infancy in such a case, that the horses as well as the work were necessaries (*Clowes* v. *Brooke*, 2 Str. 1101). In the present case an undergraduate, a minor, went to a livery stable keeper, and hired a horse for riding, but not for jumping. He lent it to a friend, who, in jumping it over a fence, staked it, in consequence of which it died. A jury in a county court had held that the horse was necessary for the infant. We may observe that, judging by the usual findings, it would perhaps be hard to discover an article either of use or ornament which a jury of country traders would not find to be necessary for an infant who had cheated, or otherwise injured, one of their body. The Court of Common Pleas held on appeal that, irrespectively of the question of necessaries, the defendant was liable for the tortious act of his friend. The ground of the decision of the Court above appears to us more satisfactory than the fact found by the jury. None of the cases, we think, can be considered as showing that the use of a horse is to be considered as necessary for an undergraduate of a university, as such, independently of his special status.

It has been long settled that the privileges of infancy constitute no defence to an action of tort. This rule of law has been very strictly acted upon. Accordingly an infant in the actual occupation of land has been held responsible for a nuisance to his neighbour arising from the negligent management of his property. But where there is not a trespass or tort *ab initio*, it will, as a general rule, be hard for a plaintiff to fasten a liability upon an infant founded originally upon a contract not relating to necessaries. In *Jennings* v. *Randall*, 8 T. R. 335, a lad hired a mare, and injured by her immoderate riding. It was held in that case that, the action being founded on contract, a plea of infancy was an answer to it. Neither is he liable for the conversion of goods, if the cause of action is grounded on a matter of contract, and constitutes a breach of contract as well as a tort (*Manby* v. *Scott*, 1 Sid. 129). It will be observed that the decision in the present case appears on first consideration to conflict with the principle of the judgments in *Jennings* v. *Randall* and *Manby* v. *Scott, ubi sup.* The judges, indeed, declared that they regarded the injurious act not as an excess of the contract, but as expressly forbidden by it; in other words, as only indirectly and not necessarily connected with the contract. The question, therefore, in such cases appears to be, is the tort separable from the contract? If it be not, then the infant is not liable unless the contract relates to necessaries.

ATTORNEY'S POWER TO COMPROMISE A SUIT.

Clowne v. *Parrott*, C. P., 11 W. R. 658.

The question now definitively settled by the decision in

the above case has often been discussed in courts of law and of equity, and has been touched more or less by authority, but never before satisfactorily settled. It has no doubt been long well-established law that an attorney represents his client throughout a cause, and binds him by whatever acts are properly within the attorney's business. But the question is whether the compromise of a cause *is* part of the proper business of an attorney? In the well-known case of *Swinfen* v. *Swinfen*, 6 W. R. 10, Sir J. Romilly, M.R., said—"An attorney is employed to conduct a suit; and I think it clear that the effecting of a compromise is no part of the conduct of a suit. There is therefore no general implied authority to support a compromise by an attorney." This view is in accordance with the opinion of Lord Chancellor Talbot, in *Johnson* v. *Ogilvie*, 3 P. Wms. 277; but it is opposed to several dicta of common law judges, especially in recent years. The great case upon the subject is *Fray* v. *Voules*, 7 W. R. 446; and there Lord Campbell said—"I think that there is impliedly in the attorney acting under a general retainer a power to compromise the action in which he is retained;" and Erle, J., stated as a general principle, that an "attorney has a right to compromise an action without communicating with his client." In that case, however, the client had expressly forbidden the compromise; and therefore, to a declaration by the client against his attorney it being pleaded that the compromise was entered into by the advice of counsel, and that it was necessary for the client's interest, the Court of Queen's Bench held that the plea was bad, upon the ground that the client was *dominus litis*, and might therefore at any moment withdraw from the attorney his authority. In that case the question was raised between the client and the attorney. It is, of course, a different question as between the client and the other party with whom the compromise was effected; but there can be no doubt that so far as the other party is concerned such a compromise would be good if entered into *bonâ fide*, and in ignorance that the client objected to it. Another question, which differs rom both the preceding questions, is as to the right of he client to compromise a suit or deal with opposite parties behind the back of his attorney, so as to defeat the attorney's lien for costs. We discussed this point at considerable length in 3 S. J. (see pp. 826, 837), where all the principal cases will be found collected; and it has given rise to greater controversy than either of the others to which we have referred. The above-named case of *Chowne* v. *Parrott* was the action of the client against an attorney, and the decision must be taken together with the decision in *Fray* v. *Voules*. The result of the two is that an attorney retained to conduct a cause has authority to settle it in the absence of any express direction to the contrary from his client.

DEFAMATION—LIBEL.—A declaration for libel alleged by way of inducement that before and at the time when, &c., the plaintiff was a physician, and a legally qualified medical practitioner, and carried on the profession of a physician, and that there were certain medical practitioners assuming to themselves the names and designation of homœopathists, and differing and professing to differ from the great majority of medical practitioners as respects the theory and practice of medicine; and that according to the opinion and professional etiquette prevailing amongst the great body of physicians it was considered to be improper and disgraceful for any of them to meet in medical consultation any medical practitioner professing homœopathy, and that so doing would be injurious to the professional character of any physician. The declaration then alleged that the defendant printed and published in a certain paper a letter imputing that the plaintiff was in the habit of meeting in medical consultation medical practitioners professing to practise the theory and practice of homœopathy.

Held, on demurrer to a plea, traversing the allegation that it was considered by the great body of medical practitioners improper and disgraceful to meet in medical consultation medical practitioners professing to practise homœopathy, that the declaration disclosed no cause of action, and was therefore bad.—*Clay* v. *Roberts*, Ex., 11 W. R. 649.

CONTRACT—MORTGAGE—FORGED DEED.—The plaintiffs advanced to the defendant's attorney a sum of £420 on mortgage of real estate of the defendant's. The deed turned out to be a forgery. The attorney paid to the defendant £100. In an action by the plaintiffs against the defendant for money lent to recover the £100—Held, that the plaintiffs could not recover, the contract with the defendant being totally different.—*Painter and Others* v. *Abel*, Ex., 11 W. R. 651.

TURNPIKE TOLLS—EXEMPTION—CATTLE.—By section 1 of 1 & 2 Will. 4, c. 25, no toll is to be taken on any turnpike road for *(inter alia)* any sheep or other beast or cattle of any kind going to or from *(inter alia)* pasture, provided that such sheep or other beast or cattle do not pass upon such turnpike road more than the space of two miles, going to or returning from pasture.—Held, that where a person sent sheep and bullocks from one pasture to another, such sheep and bullocks were exempt from the payment of toll at a turnpike gate through which they passed, they not having travelled a distance of two miles along the turnpike-road; notwithstanding that by this means the owner was enabled to drive them to market the following day without passing through the toll-gate, which he could not otherwise have done.—*Warmby, App.*, v. *Deakin, Resp.* C. P., 11 W. R. 669.

SALMON FISHERY ACT, 1861, ss. 11, 12.—The appellant was convicted, under the 24 & 25 Vict. c. 109, s. 12, of catching salmon in a salmon cage, situated in the tail race of a mill, within fifty yards below a dam, otherwise than by rod and line. It was proved that the salmon cage was fixed upon the masonry of and within fifty yards below a mill dam, not having a fish-pass according to the provisions of the Act. There was an ancient right of fishing in the said salmon cage by charter, grant, or immemorial usage. The dam did not belong to the proprietor of the fishery, by whose license the appellant acted. Held, that the conviction was right, on the ground that, though, so far as the 11th section is concerned, the use of the salmon cage, as a fixed engine for the taking of salmon, would be sanctioned by the Act, the second clause of the 12th section is an absolute prohibition against catching salmon by any means, except with rod and line, within fifty yards of a weir or dam, unless there be a proper fish-pass.

Semble, per Bramwell, B. (*dubitante* Martin, B.), that the taking of salmon by means of the fish-cage would be an offence under the first clause of the 12th section, as being the use of a fishing mill dam not having a fish-pass for the purpose of catching or facilitating the catching of salmon, although the proprietor of the fishery was not the proprietor of the mill dam, and had no control over it.—*Moulton, App.*, v. *Wilby, Resp.*, Ex., 11 W. R. 670.

Practice.

STAYING PROCEEDINGS.—The Court, in the exercise of their discretion, may interfere to stay proceedings in a second action till the costs due from the plaintiff in a former action for the same matter have been paid, if the second action appear, from the circumstances of the case, to have been brought vexatiously and oppressively. They will not, however, order the plaintiff to give security for costs in the second action.—*Prowse* v. *Lowdale*, Q. B., 11 W. R. 642.

C. L. P. ACT, 1852, SECT. 27—APPEARANCE—COMPUTATION OF TIME.—The plaintiff issued his writ specially indorsed. The last day for entering an appearance was Good Friday. On that day the offices were closed, and remained so till the following Wednesday.—Held, that the plaintiff had the whole of Wednesday on which to enter an appearance.—*Mumford* v. *Hitchcox*, C. P., 11 W. R. 645.

COURT OF QUEEN'S BENCH.

(Sittings in Banco, before the LORD CHIEF JUSTICE, and Justices BLACKBURN and MELLOR.)

May 25.—*Ex parte the Highway Board of Bromley.*—In this case a question was for the first time raised in a court of law as to the construction of the clause in the new Highway Act which exempts from its operation any parish or place the highways of which, either at the time of the passing of the Act, or within six months afterwards, should be under the superintendence of a board established under the General Highway Act, unless with the consent of such board. Under the general Act there is a certain time in the year appointed for the purpose of appointing such boards. The new Act passed on the 29th of July, 1862, and in the month of November, within six months of the passing of the Act, the vestry of the parish of Bromley, for the purpose of exempting it from the operation of the new Act, met and appointed a board under the old Act. This course had been adopted not only in this parish, but in many others throughout the country, and the question was now raised as to its validity. The point turned upon this—that the appointment of the board had not been made at the time mentioned in the General Highway Act. Upon that ground a court of general sessions of the peace for the county of Kent made an order on the 24th of March last, to include the parish in a district under the new Act, and another order had been made to appoint a waywarden under the Act.

Mr. *Welsby*, on the part of the parish, now moved for a rule to set aside these orders, on the ground that the time mentioned in the General Highway Act was not essential, and that the board might be appointed under that Act at any time within six months after the new Act passed.

The COURT granted a rule.

Barns v. *Minchin.*—This was an action by a seafaring man at Portsmouth, against the executor of an attorney in the west of England, to recover a sum of £400 he had paid to the attorney's managing clerk, one Reeve, to be laid out on mortgage, and for which he had, in fact, received a deed from Reeve, which turned out to have been forged—and, as it was pretty clear, by him. In 1857, the plaintiff had employed the attorney to invest £350 for him, and at that time paid the money personally to him. In the present case, however, the attorney did not appear to have known anything of the transaction, which took place entirely with the clerk; nor, indeed, did it take place at the attorney's office at all. One half-year's interest had been paid by Reeve upon the fictitious mortgage. When the next half-year's interest came due the plaintiff went to the office and saw the attorney, and asked about it. He said he knew nothing about it, and called the clerk (Reeve), who said that "the interest would be paid soon," which, it appeared, the attorney supposed to refer to the former mortgage, though it was stated that he "made a fidgetty movement." The plaintiff, when asked why he had not inquired of the attorney himself about the matter, said he intended to do so when "the deed came of age," which was his way of expressing when the money became due. The case was tried before Mr. Justice Williams on the Western Circuit, and a verdict found for the plaintiff. The question was whether this verdict could stand.

The COURT, after considerable discussion, said they thought that as the managing clerk of an attorney had not, as such, authority to receive money on mortgage, and there was here no evidence of authority (the conversation being ambiguous) the verdict was not satisfactory, and there must either be a nonsuit or a new trial. If no other evidence could be discovered, there had better be a nonsuit.

May 26.—*Harrington* v. *Binns.*—This was an action against an attorney for negligence in not issuing execution to realize the damages recovered by the plaintiff in an action for breach of promise of marriage in which he had acted as her attorney. The original action was against one Marks, a fringe manufacturer, and the plaintiff told the attorney when she asked him to take up her case that she had no money for costs. She got a verdict for £100 damages, and about a fortnight afterwards she called upon him and asked when she should have her money. He said "He had not yet brought Marks to book," and that perhaps he might prove insolvent if execution were issued. In point of fact, Marks had been with Binns and told him he could not pay, and had no goods, and should take the benefit of the Act if he were arrested, and Binns made certain inquiries, by himself and his clerks, as to Marks's position and circumstances. It appeared that he had a shop, but that there was no appearance of goods, and little business. The plaintiff called upon Binns again and again, desiring that execution might be issued and the money realized, but he told her that he knew his business best, and did not deem it to be desirable; but that if she could pay him £25 for the costs already incurred he would issue execution. He stated at the trial that he had paid about £15 out of pocket for the expenses of the action; but it also appeared that counsels' fees were not paid, and that the expense of issuing execution would only be £2 or £3. It was objected, on behalf of Binns, that he was not bound to issue execution unless he were furnished with money for the costs. It was answered that however this might have been if he had simply been retained in the ordinary way, here he had been told that his client had no money for costs, and further that even if he could have demanded the costs of execution, or even the costs out of pocket, here he had demanded far more, and had insisted on payment of £25; and it was contended that there was not sufficient evidence that Marks could not have been forced to pay, and that there was negligence, for which the attorney was liable, if the jury thought that the money could have been realized. The learned judge left it to the jury, on the question of damages, how much, if anything, the plaintiff was the worse by reason of execution not having issued. They found for the plaintiff, damages £100; and in answer to the learned judge stated that they considered that if execution had issued the whole of the amount could have been recovered. The learned judge (Mr. Justice Wightman) reserved leave to the defendant to move to set aside the verdict on the ground that there was no legal liability for not issuing execution; and,

Mr. Serjeant *Shee*, on behalf of the defendant, now moved accordingly, urging that there was no evidence of negligence, or at all events, none to sustain a verdict for the entire amount.

The COURT granted a rule *nisi* to set aside the verdict.

——.—*Ex parte Graham, in the matter of an Attorney.*—In this case the applicant, a Mrs. Graham, had been appointed executrix in the will of a person who died on the 24th of December last. On the 29th of December the attorney who attended the funeral read the will. On the 7th of January she desired him to get the will proved, and he required £70 for the purpose, which she paid him—£60, as he said, for the probate, and £10 for himself. After then she had called upon him once a week down to the 8th of April last, when, after many similar excuses, he desired her to call on the 18th of April, and promised to get the probate by that time. On that day, however, he made a similar excuse, and she then put the matter into the hands of a friend, who, on inquiry at the Probate Court, found that no steps had been taken to obtain the probate. She then put the case into the hands of other attorneys, with whom he had some correspondence, the upshot of which, however, was that, after many excuses and promises, he was found, so lately as the 22nd inst., to have taken no steps towards obtaining the probate (which it appeared might have been procured in a few days), and still retained both the will and the money, refusing to return either. Upon an affidavit of these facts, adding that the applicant had been put to considerable inconvenience and expense,

Mr. *Griffits* now moved on her behalf for a rule calling upon the attorney to answer upon oath the matters of complaint thus charged against him, and

The COURT granted a rule.

May 27.—The Lord Chief Justice announced that there would be no *Nisi Prius* sittings this term in London, on account of the attendance of a learned judge being required in the Divorce Court, and also on account of the preparations at Guildhall for the approaching entertainment of the Prince and Princess of Wales.

COURT OF COMMON PLEAS.

(Sittings in Banco, Trinity Term, before Lord Chief Justice ERLE and Justices WILLIAMS, WILLES, and BYLES.)

May 26.—*Marsh* v. *Lowder.*—This was an action involving the question whether or not a child of six years of age, being in the eye of the law *doli incapax*, could legally be given in custody on a charge of felony, and was important and interesting, not only from the actual facts of the case as elicited from the witnesses, but from a statement made by the counsel for the plaintiff in his opening that the conduct of the defendant was unparalleled in the annals of history. The action was brought by the father of a child who, it appeared would not be seven years old until next November, to recover damages for trespass and false imprisonment. The

plaintiff, whose head was scarcely perceptible above the edge of the witness-box, when the first question was put to him appeared stupid and confused, and, notwithstanding every endeavour to elicit an answer, remained mute. His mother said that this was the effect of the imprisonment which he had suffered. Another boy was then called, but he refused to be sworn, alleging that his mother had forbidden him to kiss the book. The case, as made out by the father and mother of the boy and the inspector who took the charge, appeared to be that the defendant had, on the night of the 10th of April, gone to the plaintiff's house with a policeman, and after charging the child, who was in his night shirt, with stealing a bit of wood, he gave him into custody, and took him to the police-station, where he was locked up in a cell a whole night and a portion of the next day. When taken before the magistrate no one appeared against him and he was discharged. Since this occurrence the boy has been affected in mind and body, and under these circumstances this action was brought. The defendant pleaded that the plaintiff had committed felony, and that he was justified in giving him into custody, and his account of the transaction was that he had taken a policeman to the house of the plaintiff in order to frighten the boy, that Mr. Marsh was very violent, and threw the piece of wood said to have been stolen at the defendant, who never gave the child into custody at all. The father had been the cause of the boy's imprisonment, for he said, "he shall go to prison," insisted upon his being taken, and, in fact, took him to the station himself. The defendant's evidence was in some measure confirmed by the policeman who went with him to the plaintiff's house, and who, on cross-examination, admitted that he had had drink with both plaintiff and defendant. A little girl, who was playing near the defendant's timber yard, said that she saw the little boy take the wood. The learned judge summed up and laid down the law as being clear from the works of Blackstone, Lord Hale, and several reported cases, to the effect that an infant under seven years of age is by presumption of law *doli incapax*, and cannot be endowed with any discretion, and against this presumption no averment shall be received.

The jury found a verdict for the plaintiff—damages, £20.

May 28.—*In re an Attorney.*—Mr. *Garth* applied for a rule calling upon an attorney of this court to show cause why he should not answer the matter in the affidavit, and added that there was another application pending against the same attorney, and in reference to which the master would make his report in a few days. The affidavit which he now moved upon stated that upon various occasions since 1853 Mr. Sproggett, a farmer in the county of Warwick, had sent the attorney sums of money, making in all about £4,500, for investment. The attorney invested £2,500 upon mortgage of an estate said to belong to a Mr. Wilson, but it afterwards turned out that instead of belonging to Mr. Wilson it had been purchased by the attorney himself, and he had, previous to the advance of the £2,500, mortgaged it for £1,800. In the course of certain proceedings in Chancery it turned out that Mr. Sproggett's security was worth nothing. On complaint being made to the attorney he said that he had a veritable bond for £5,000, given by Mr. Meiklam upon some Scotch property, and he would give Mr. Sproggett that bond in exchange for all his securities. Mr. Sproggett went down to Scotland, where the attorney showed him a fine estate, which was said to belong to Mr. Meiklam, and Mr. Sproggett was induced to change his securities for the bonds. It now turned out that Mr. Meiklam was insolvent in 1859, and had since become bankrupt; and it had been decided in the Scotch courts that Mr. Meiklam's interest in the property amounted only to £300 a year. Having this interest only he had given bonds upon it to the extent of £106,000, and they had all been rejected. These were all dated prior to the giving of the £5,000 bond, which had not been registered.

Rule granted.

EXCHEQUER CHAMBER.

(Sittings in Error.)

May 23.—The Lord Chief Justice Erle announced that the Court of Error would sit to take errors from the different courts the days undermentioned:—From the Court of Queen's Bench: Saturday, June 13; Monday, June 15; and Tuesday, June 16. On the 13th the Court will give judgment in *The Queen* v. *Dixon*, the petition of right case respecting the grocers' retail spirit licences in Ireland. From the Common Pleas: Wednesday, June 17; and Thursday June 18. From the Court of Exchequer: Friday, June 19; and Saturday, June 20.

MIDDLESEX SESSIONS.

(Before the Assistant-Judge.)

May 22.—At the sitting of a former Court an appeal was entered of considerable importance as regarded the admission of occupiers of houses on the rate-books for which the rates had been compounded by the landlord, for the purpose of obtaining the elective franchise. The house in which the appellant lived was compounded for by the landlord on the basis of about two-thirds of the annual value. The appellant, Mr. Buffham, desiring to possess the elective franchise, sent in a claim to the parish of Bromley St. Leonard to have his name inserted on the list as the rated occupier, to give him the right of voting, and this claim was admitted, but when another rate was made he was rated for the full annual value, and that without any notice having been given to him that such would be the case. The question here arose as to the right of the parish to raise the rating, and whether, having once allowed a composition for the house, they were at liberty arbitrarily to raise the amount merely because the occupier wished to avail himself of his constitutional right to possess the elective franchise.

This question was argued at considerable length, and to-day

The Assistant-Judge delivered the following judgment:—The question in this case appears to me to depend entirely upon the nature and extent of the authority given to the trustees for carrying into effect an Act, the 51 Geo. 3, c. 125, for the management of the poor-rates raised in the parish of Bromley St. Leonard, in this county. The Act provides that the minister, churchwardens, and overseers of the poor, with twenty-one inhabitants, to be annually chosen and appointed by the inhabitants, rated at the sum of £10 a year and upwards, should have the general control and application of the rates raised for the relief of the poor of the said parish. By the 17th section it is enacted, "that where the yearly rent or value of any house, tenement, or hereditament within the said parish did not exceed £10 net rent, exclusive of such parochial rates and taxes as the tenants by law were liable to, or where any house, tenement, or hereditament should be let to weekly or monthly tenants, or in separate apartments, furnished or unfurnished, or where the rent of any house, tenement, or hereditament should become payable at any shorter periods than quarterly, it should be lawful for the said trustees at any meeting holden under that Act, if they should think proper, to compound with the landlords or owners for the payment of the poor-rates at such a reduced yearly rental as the said trustees should think reasonable, so that such houses, &c., were not rated at less than one-third or more than three-fourths of the rack rent, and whether such houses should be occupied or not;" and the clause then goes on to empower the trustees to rate the landlords or owners as if they were the occupiers, in case they refused to compound for the rates in manner before provided. By several statutes passed subsequent to the Act above recited—viz., the 2 & 3 Will. 4, c. 45; 11 & 12 Vict. c. 90; and the 14 & 15 Vict., c. 14—provisions are made in respect of persons whose houses may be compounded for, and who are desirous of voting in the election of borough members to serve in Parliament. By these statutes it is enacted that such persons may lawfully claim to be rated to the relief of the poor for premises in their occupation, whether the landlord shall or shall not be liable to be rated; and by the last-mentioned Act it is provided that in cases where, by any composition with the landlord, a less sum shall be payable than the full amount of rate, the occupier claiming to be rated shall not be bound to pay more than the amount payable under such composition. The appellant in the present case is the occupier of a house in Bromley St. Leonard, which had, down to October, 1862, been compounded for by the landlord under the local Act, and by a rate then made the appellant was rated upon the net annual value of £12, the trustees having previously to such rate resolved to terminate the composition with the landlord in respect of the house in the appellant's occupation. There were two grounds of appeal—first, that having once entered into a composition with the landlord, the trustees could not discontinue it; secondly, that if they could do so the rating on the annual value of £12 was too high. The case was ably argued, and the first ground strongly urged, by Mr. Rudge for the appellant, and I have taken time to consider the judgment which ought to be pronounced in consequence of it being stated that it is a question which affects a large class of voters. It is not without some regret that upon this objection I feel constrained to decide in favour of the respondents. I am of opinion that the local Act gives to the trustees an absolute discretion upon the advisability of compounding for houses of this description in their parish and that if an injudicious exercise of that discretion

is productive of hardship the only remedy is by an appeal to the Legislature. Upon the second point it was proved that some time since the respondents gave notice to the appellant that the rate would be reduced from £12 to £9, and no further reduction was contended for by the appellant. The decision, therefore being in favour of the respondents, Mr. Poland, according to the practice of the Court, applied for payment of the respondent's costs. I find, however, that an application was made by the appellant on the 5th of this month for an admission as to the weekly rent or value of the house in question, and that on the 7th such admission was refused by the respondents. The appellant therefore considered it necessary to come to the Court on the question of value, and for this reason, and because I do not think it was contemplated by the Legislature that the occupiers of houses compounded for should be made liable to any additional pecuniary burden in consequence of their claiming to be rated in order to obtain the privilege of voting, I make no order for the payment of costs. The rate is to be amended by inserting the net rateable value at £9 instead of £12, and a case granted for the opinion of the Court of Queen's Bench if desired by the appellant.

Mr. Harvey Lewis, M.P., said, as this was a matter deeply affecting a large class of persons who ought to be on the list of voters, he would take immediate steps to bring the subject under the notice of Parliament.

SHERIFFS' COURT.

(Before Mr. Under Sheriff BURCHELL and a Jury.)

May 21.—Mr. Richard Tanner, an ironmonger, who had been summoned as a juror, as residing in St. John's-street, claimed to be excused from serving on the ground of non-residence.

The Officer of the Court (Mr. Mountain) told him he was returned by the parish officers as a resident, and was bound to serve as a juryman.

Mr. Tanner protested against serving. He had not been a resident for 15 years.

The Officer said he was still bound to serve, as his name appeared on the register as returned to the sheriffs by the clerk of the peace.

Mr. Tanner asked what he was to do. He was not a resident, and he was not bound to serve.

The applicant was told he must serve, and until he got his name removed from the jury list he was liable to be summoned. Still he persisted, and with reluctance took his seat in the box, complaining of the conduct of the parish officers in returning non-residents to serve on juries.

It is understood that there are many names on the jury list which should be omitted, and many omitted which should appear, and that a general revision is necessary.

MAGISTRATES LAW.

KEEPING A DISORDERLY HOUSE—AIDING AND ABETTING.—One G. S. was charged with aiding and abetting one J. F. in keeping a disorderly house. G. S. was the head waiter in the establishment, and servant to J. F., and in the absence of J. F., against whom several warrants were out for keeping the same establishment in a disorderly manner, G. S. acted as manager of the establishment on certain nights, when it was conducted in a disorderly manner.—Held, that the above facts would have been sufficient to justify the magistrate in finding G. S. guilty of the charge made against him; and that the existence of the relationship of master and servant between himself and J. F. constituted no defence to the charge.—*Wilson, App.*, v. *Stewart, Resp.*, Q. B., 11 W. R. 640.

INDENTURE OF APPRENTICESHIP—PROPER CUSTODY.—An expired indenture of apprenticeship sometimes remains with the master and sometimes with the apprentice, but the most proper custody is with the apprentice; and although shortly after the expiration of the apprenticeship search might be required amongst the papers of both, yet, after the lapse of some years, proof of search for such an indenture among the papers of the apprentice is sufficient to warrant the justices at quarter sessions in admitting secondary evidence of its contents.—*Reg.* v. *The Inhabitants of Hinckley*, Q. B., 11 W. R. 663.

COMPANIES' LAW.

CONTRIBUTORY—DIRECTOR.—Two directors of a limited company subscribed the memorandum of association for twenty-one shares each. At a preliminary meeting held before the memorandum was signed the above directors agreed to hold 100 shares each, and to execute the articles of association, and to act as directors. By the articles of association every director was required to hold 100 shares, and the subscribers to the memorandum of association were to be deemed to be directors until others were appointed. Held, that they were liable to be put on the list for 100 shares.—*Re The G. Nor. and Mid. Coal Co. (Lim.)*, L.J., 11 W. R. 675.

COST-BOOK MINING COMPANY—REGISTRATION—"MEMBER OF THE COMPANY."—A., a shareholder in an unregistered mining company, which was carried on on the cost-book principle, transferred his shares. The company was afterwards registered under the Joint Stock Companies Acts, 1856-58, and an order was afterwards made by the Vice-Warden of the Stannaries for the compulsory winding-up of the registered company under the winding-up clauses of those Acts. A creditor of the original company, whose debt had been contracted while A. was a shareholder in that company, brought an action against A. in respect thereof.—Held (on motion to stay the action), that the proceedings under the winding-up clauses only affected the registered company; that A. was not a "member of the company," nor was the debt which was the subject of the action a "debt of the company" within the meaning of the 21 & 22 Vict. c. 60, s. 6; and that consequently those proceedings afforded no defence to the action.—*Lanyon* v. *Smith*, Q. B., 11 W. R. 665.

APPOINTMENTS.

Mr. JOSEPH HALL, of New Park-road, Stockwell, and 21, Coleman-street, City, has been appointed a London commissioner to administer oaths in the High Court of Chancery.

Mr. ROBERTS, C.B., Judicial Commissioner of the Punjab, has been appointed to act as judge of the Bengal High Court, in the place of Mr. Loch, who is absent on leave.

The following Indian appointments have been made:—Mr. W. T. TUCKER, to officiate as additional judge of Tirhoot, Sarun, and Shahabad, Mr. R. B. CHAPMAN to officiate as magistrate and collector of Pubna; Mr. R. HANKEY to officiate as joint magistrate and deputy-collector of Moorshedabad; Mr. J. W. DALRYMPLE to be civil and sessions judge of Bhaugulpore; the Hon. H. B. DEVEREUX to be civil and sessions judge of Purneah; Mr. F. G. MILLETT to officiate as magistrate and collector of Tipperah; Mr. J. S. ARMSTRONG to officiate as joint magistrate and deputy-collector of Tipperah; Mr. F. M. LIND, civil and sessions judge of Furruckabad, to officiate as commissioner of the Allahabad division; Mr. M. B. THORNHILL, civil and sessions judge of Jounpore, to officiate as civil and sessions judge of Furruckabad; Mr. H. B. HENDERSON, officiating magistrate and collector of Cawnpore, to officiate as judge of Jounpore; Mr. A. MONCKTON to officiate as magistrate and collector of Cawnpore; Mr. M. J. WALHOUSE to be civil and sessions judge of Mangalore, on the retirement of Mr. Chatfield; Mr. W. STOKES to officiate as Administrator-General of Madras.

GENERAL CORRESPONDENCE.

LEGAL REWARDS.

In your last number I noticed a letter from "M. C.," suggesting the foundation of a scholarship of £40, tenable for three years by the first candidate at each of the final examinations at the Law Institution. I trust that no such suggestion will be adopted, for I am very doubtful how far the prizes which are at present open for competition really do good. Of one thing I am quite convinced—viz., that they are seldom won by those candidates who are best fitted to practise in their profession—and I know that such is the opinion of very many besides myself. Take the last list of "honours" as an example. There are no less than *seventeen* names honourably mentioned, and of them, fifteen were articled in the country

and two only in London. Now, sir, I think it is a pretty generally acknowledged fact that an articled clerk who has served his time in London is practically a more serviceable man than one who has served his time in the country. It is but natural that such should be the case; for the London clerk has opportunities of learning the practice of the courts and the other ins and outs of his profession which the country clerks cannot have. The latter when he comes up to London at the end of his articles, spends nearly if not the whole of his time in reading and cramming, entirely neglecting that which is of far more importance—viz., the learning the *practice* of his profession. The consequence is that the London clerks who seldom (if ever) spend a whole year in reading alone, stand no chance in a competition against those who have done nothing but cram for many months. In addition to this, and perhaps as a consequence of what I have already stated, London clerks seem generally rather to look down upon the honours which may be won at the Law Institution, and many solicitors have told me that they would rather not have clerks who had taken honours, as they generally turn out perfectly ignorant of office work. Some months before I went in for my examination, the gentleman to whom I was articled expressed a wish that I would stay away from the office and read, as he thought I ought to get a prize. I at once told him that I would sooner have two months' more practice at the end of my time than all the prizes put together; an opinion in which he at once coincided. There is this very great distinction between the profession of a barrister and a solicitor, that the former must make it the principal object of his study to become master of the *law* and reported cases, while the latter must try to obtain as intimate a knowledge of the *practice* of his profession as is possible, and that should be kept in view in the examinations. Nearly every articled clerk whom I have known, and who has served his time in the country, has been only too glad, *after his examination*, to get into a London office to learn his profession, and, in many instances, to pay a premium to obtain what he is in search of. This speaks for itself, and is a better commentary on the real value of the prizes which may be won at the Law Institution than anything I can say. Until gentlemen are appointed to examine who are accustomed to it, and who are competent to examine the candidates *viva voce*, the examination will continue as it is now, essentially a *cram* examination. W. H. B.

The Real Property Statutes.

I ask leave to draw attention to the state of our real property statutes. These statutes are, as is well known, very numerous, and some have been passed at remote periods to rectify defective conditions of the law. I need scarcely instance the "Statute of Uses" and the Statute "de Donis," which have long been celebrated in legal history. The circumstances which led to the statutes I refer to are tolerably fresh in our recollection. Those statutes are admitted to be curious specimens of highly artificial construction, as most practitioners know.

Now, it is surely desirable that the real property statutes should be consolidated as speedily as practicable. The object of this letter is to hasten, if possible, the consolidation of those statutes. Arguments are scarcely necessary, I apprehend, to support the speedy attainment of this object. The present state of our real property statutes is generally felt to be disgraceful to England; and this is obviously true. Some may be looking forward to the codification of the whole of our laws; but this, it is to be feared, is a remote prospect. The consolidation of our statutes will, I think, wisely precede and prepare the way for their codification. Consolidation has, within the last few years, made much progress, but as yet it has been but little applied to the statutes affecting real property.

What are the difficulties in consolidating these statutes? I admit that there are difficulties peculiar to this branch of the law. These difficulties, however, as it seems to me, chiefly, if not wholly, relate to some of the old statutes, such as those I referred to at the commencement of this letter. But I see no difficulty in consolidating the modern statutes, of which I may instance the following—viz., The Act to Amend the Law of Real Property, 1845; The Act to Further Amend the Law of Property, 1860.

Why cannot these statutes, together with others relating to trusts, judgments, Crown debts, *lis pendens*, and mortgages be readily consolidated? I cannot possibly conceive any difficulties in so doing. The advantages are obvious. At present it is necessary to refer to a collection of statutes to satisfy oneself on a questionable point, the result being frequently unsatisfactory. No doubt conveyancing is, on the whole, much simplified, but no lawyers, I believe, pretend to grasp the present statutory alterations, and especially as to the periods when they take effect. It must be admitted, I apprehend, that our system is a "piece of patchwork," for which many excuses may rightly be offered, but which is discreditable to the nineteenth century. What, in the present state of real property law, is to be expected from students? The necessity for resorting to crammers is, it must surely be admitted, indispensable under existing circumstances. It is with deference, but with earnestness, that I beg leave to press attention to this subject, as one of much professional importance. J. Culverhouse.

May 18, 1863.

The New Bankruptcy Act.—Release of Pauper Prisoners.

A debtor was taken in execution under a *ca. sa.*, and committed to the county gaol. He has since been discharged as a bankrupt by the registrar of the county court within the district of which the prison is situate, and his case transferred for hearing to the county court of the district in which he and the execution creditor reside. For this latter district there is no solicitor appointed to conduct pauper cases. The execution creditor wishes to examine the bankrupt as to the disposition of his goods, and the application of moneys got in by him, and to this end applied for a meeting to be appointed. On making this application, he was informed that he must bear the cost of the advertisements, and disbursements, as there is no fund out of which they can be defrayed. It is a great hardship on the creditor that he must either expend further money, or let his debtor go unquestioned after a few weeks' imprisonment.

I shall be glad to have the opinion of any of your readers whether a creditor has no remedy for a grievance like this.

Lector.

PARLIAMENT AND LEGISLATION.

HOUSE OF COMMONS.

Thursday, May 28.

Execution of Decrees Bill.

This bill was read a second time.

FOREIGN TRIBUNALS & JURISPRUDENCE.

FRANCE.

The *Bulletin des Lois* contains a decree augmenting divers salaries of the judicial order, beginning from the 1st of January 1863.

Cour de Cassation.—Presidents of chambers and first advocate-general, 25,000 francs; advocates-general, 20,000 francs; counsellors, 18,000 francs; commis greffiers of chambers, 5,000 francs.

Cours Impériales.—The salaries of the members of the Cours Impériales of the Continent, with the exception of those of the chefs de cour and greffiers en chef, which remain the same, are fixed as follows:—1st class (Paris), counsellors, 11,000 francs; presidents of chambers, and first advocate-general, 13,750 francs; advocates-general, 13,200 francs; substitutes, 11,000 francs; commis greffiers of chambers, 4,500 francs. 2nd class (Bordeaux, Lyon, Rouen, and Toulouse)' counsellors, 7,000 francs; presidents of chambers, and first advocates-general, 18,500 francs; advocates-general, 8,166 francs 67 centimes; substitutes, 5,250 francs; commis greffiers of chamber, 3,500 francs. 3rd class (the twenty-three other courts), counsellors, 5,000 francs; presidents of chambers, and first advocates-general, 7,500 francs; advocates-general, 5,823 francs 33 centimes; substitutes, 3,750 francs; commis greffiers of chambers, 2,500 francs.

Tribunaux de Première Instance.—The salaries of the members of tribunaux de première instance of the continent, with the exception of greffiers en chef, which remain the same, are fixed as follows:—1st class (Paris), judges and substitutes, 8,000 francs; president and procureur impérial, 20,000 francs; vice-presidents, 10,000 francs; juges d'instruction, 9,600 francs; commis greffiers, 3,500 francs, and 2,000 francs. 2nd class (Bordeaux, Lille, Lyon, Marseilles, Nantes, Rouen, and Toulouse), judges and substitutes, 5,000 francs; presidents and procureurs impériaux, 10,000 francs; vice-presidents, 6,253 francs; juges d'instruction, 6,000 francs; commis greffiers, 2,500 francs. 3rd class (le Havre, Metz, Nice, Saint Etienne, Strasbourg and Toulon): judges and substitutes, 3,500 francs;

presidents and procureurs impériaux, 7,000 francs; vice-presidents, 4,375 francs; juges d'instruction, 4,200 francs; commis greffiers, 1,750 francs. 4th class (Amiens, Angers, Annecy, Avignon, Besançon, Boulogne, Brest, Caen, Chambery, Cherbourg, Clermont, Ferrand, Dijon, Grenoble, Limoges, le Mans, Montpellier, Mulhouse, Nancy, Nimes, Orleans, Poitiers, Reims, Rennes, Tours, Troyes and Versailles): judges and substitutes, 3,000 francs; presidents and procureurs impériaux, 6,000 francs; vice-presidents, 3,750 francs; juges d'instruction, 3,600 francs; commis greffiers, 1,500 francs. 5th class (the twenty-six tribunals sitting in the towns named in the first part of a table annexed to the decree): judges and substitutes, 2,700 francs; presidents and procureurs impériaux, 4,500 francs; vice-presidents, 3,375 francs; juges d'instruction, 3,240 francs; commis greffiers, 4,350 francs. 6th class (204 tribunals sitting in the towns named in the second part of a table annexed to the decree): judges and substitutes, 2,400 francs; presidents and procureurs impériaux, 3,600 francs; vice-presidents, 3,000 francs; juges d'instruction, 2,880 francs; commis greffiers, 1,200 francs.

Justices de Paix.—The juges de paix residing in the towns where the above-mentioned tribunaux de première instance sit, shall receive the salary indicated for the judges of those tribunals (law of the 21st of June, 1845). In the towns of Arles, of Cette, of Mezières, of Roubaix, and of Tourcoing, the salary of the juges de paix shall be 2,700 francs. In those of Argelès, of Boussac, de Château-Salins, de Commercy, de la Palisse, de la Tour du Rou, de Mauléon, de Poligny, et de Puget-Thèniers, it shall be 2,400 francs; in towns or communes of 3,300 souls, and above the agglomerated population verified in the tables of the last census, it shall be 2,100 francs. As to the salary of those of towns or communes of an agglomerated population below 3,300 souls, it shall remain such as was fixed by the decree of the 23rd of August, 1858, as well as that of the greffiers of justices de paix. The salary of commis greffiers in the Imperial Court of Algiers is fixed at 2,400 francs, dating from the 1st of January, 1863.

AMERICA.

Arrest of a Judge.

Some time since the military authorities of Indiana arrested judge Constable, of Illinois, on the judgment seat, upon the charge of having illegally set at liberty some persons brought before him accused of desertion. Judge Constable, having been detained in prison for nearly a month, succeeded in bringing his case before the Superior Court of his native state, by whom he was ordered to be immediately discharged from custody. Judge Constable has no redress for the flagrant outrage to which his person and his dignity have been subjected. The military are responsible to the President; and the President, in consequence of the passing of the Indemnity Act, is irresponsible, and can do as he pleases.

Trades Unions.

The scarcity of labour for agricultural purposes, as well as for public works, is felt with increasing force, and several of the States have passed laws to punish any attempt to form combinations for the object of raising wages. In the State of Illinois neither combination nor threat is necessary to enable a criminal charge to be sustained, and in that State any person who may seek to prevent another from performing any specific work on any terms such person may see fit is to be deemed guilty of a misdemeanour, not merely in the case of intimidation being used, but in whatever form the attempt may be made.

REVIEW.

The Law of Compensations by Arbitration and by Jury, under the Lands and Railway Clauses Acts, with an Appendix of Statutes and Forms. By Charles Wordsworth, Esq., Q.C., Counsel to and Associate Member of the Institution of Civil Engineers. Shaw & Sons.

The author having been called upon to sit as "assessor" to the sheriff in compensation cases, found it necessary for the discharge of his duties to collect and collate various adjudged cases, and to make memoranda suggested by them, and he has put these into the form of a book, which will no doubt prove serviceable to the profession, as also to engineers and surveyors who are frequently called upon to proceed under the Lands Clauses Act, and the statute amending it or under the Railway Clauses Act. The work treats of the acquisition by arbitration and by jury of lands and other property, by railway, dock, and other companies invested with preliminary powers for the execution of works. The cases bearing upon these subjects are carefully digested and classified. The table of contents will show the reader the arrangement adopted by the author. Chapter i. is devoted to the acquisition of lands by agreement; chapter ii. to the purchase and taking of land otherwise than by agreement, for what compensation may be claimed, and in what cases an action is the proper remedy; chapter iii., compensation by arbitration; chapter iv., compensation by jury, verdict, or inquisition, costs, mandamus to issue warrant, *certiorari* to remove inquisition; chapter v., compensation to absent trustees and certain other cases; chapter vi., compensation under the Railway Clauses Act only. There is also an appendix containing the Lands Clauses Consolidation Act, the Railway Clauses Consolidation Act, and the Lands Clauses Amendment Act, and all such forms of agreements, notices, bonds, appointments, warrants, &c., &c., as the practitioner is required to prepare, and the whole work is made easy of reference by a copious index.

These subjects were never before brought within the range of a work expressly devoted to them. A practitioner requiring information upon them was therefore compelled, with much waste of time, to wade through statutes and indices to find what he wanted. Mr. Wordsworth has in this little treatise made that difficult task easy. His arrangement of both the cases and statutes will greatly facilitate reference to them.

SOCIETIES AND INSTITUTIONS.

THE LEGAL AND GENERAL DISCUSSION SOCIETY.

This society held its inauguration dinner on Wednesday last, at the Whittington Club. Mr. B. H. Tromp occupied the chair, and Mr. F. K. Munton the vice-chair. About thirty-five gentlemen sat down to dinner. After the usual toasts, the chairman proposed "Prosperity to the Legal and General Discussion Society." He said it was less than six months since the society was established, and yet it now numbered nearly fifty members. He reviewed shortly the debates which had taken place, which he said had been most satisfactory. The society had been the means of introducing a large number of gentlemen to each other whose mutual acquaintance and friendly intercourse had much facilitated the business they had had to transact. The toast was responded to with the utmost enthusiasm.

ADMISSION OF ATTORNEYS.

Queen's Bench.

NOTICES OF ADMISSION.*

[The clerks' names appear in small capitals, and the attorneys to whom articled or assigned follow in ordinary type.]

In and on the last day of Trinity Term, and in Trinity Vacation, 1863.

Foxwell, George Frederick.—J. M. Richardson, Much Hadham.

Lace, William Henry.—Robert Norris, Liverpool; Thomas Rigge, Liverpool; Ambrose Lace, Liverpool.

Lattey, Robert Thomas.—John Hopgood, 14, King William-street, Strand.

Lawrence, John Glover.—Allan Kaye, Liverpool.

Mardon, Hugh Alexander.—William Mardon, 99, Newgate-street.

Morland, John Thornhill.—G. B. Morland, Abingdon.

Renewed Notices of Admission.

On the last day of Trinity Term, 1863.

Ainsworth, Thomas Somner.—Thomas Crooke Ainsworth, Blackburn.

Angier, Charles Allan.—R. F. Jennings, Ipswich; G. Chapman, 24, Lincoln's-inn-fields.

Barker, Walford Henry.—H. J. Barker, Wem; C. Cuff, 82, St. Martin's-lane.

Barnes, James Bathe.—Charles James Barnes, Lamborne.

Best, William.—James Ralfe, Winchester.

Biggenden, John Pattenden.—J. Biggenden, 5, Walbrook; T. E. Tomlins, Lincoln's-inn-fields.

Cudlipp, Ralph Brooking.—C. V. Bridgman, Tavistock.

Daniels, Thomas Isaac.—Thomas Daniels, Amersham.

Ditchman, William.—H. W. Young, 14, Gray's-inn-square; E. M. Burrell, Gray's-inn-square; W. Wood, Gray's-inn-square.

* For previous list see *ante* p. 555.

EDWARDS, EDWARD RASBROOK.—A. O. Underwood, 89, Chancery-lane.
FLOWER, JOHN.—J. W. Flower, Gracechurch-street.
HARRIS, GEORGE WHEATLEY.— W. Harris, Rugby; J. R. Browne, Nottingham.
HARRISON, CARTWELL.—T. Harrison, Kendal.
HESTER, FREDERIC.—G. P. Hester, Oxford.
JENKINS, BENJAMIN.—W. H. Thomas, Aberystwith.
JONES, WILLIAM.—W. Hughes, Conway.
LUCAS, WILLIAM, jun.—William Lucas, sen., Wem, Salop.
MURROW, CHARLES.—J. Murrow, jun., Liverpool; R. C. Brown, Liverpool.
PIDDING, EDWARD.—J. Dolman, 14, Clifford's-inn, Fleet-street.
SALT, FREDERICK.—W. Cooper, Tunstall; T. Cooper, Congleton, Chester; W. Harding, Longport and Tunstall.
SOUTHEY, HERBERT PRIESTLEY.—P. H. Lawrence, 6, Lincoln's-inn-fields.
SPENCER, GEORGE WAKEFIELD.—W. Spencer, Birmingham.
THOMPSON, WALTER.—T. Mallam, Oxford.
TOWNEND, JAMES HAMILTON.—C. Sawbridge, 126, Wood-street, Cheapside.
WADE, DANIEL.—J. Dolman, 14, Clifford's-inn.
WALTON, JOSEPH.—C. B. Walker, Preston.
WAREING, HENRY BARTON.—F. D. Lowndes, Liverpool.
WATTS, JOHN.—W. Thorp, Saint Ives.
WHATLEY, THOMAS.—G. L. Whatley, Mitcheldean.
WHEATCROFT, WILLIAM GEORGE.—P. Hubbersty, Wirksworth.
YOUNG, THOMAS.—W. Watson, jun., Barnard Castle, Durham

NOTICE OF APPLICATION FOR RE-ADMISSION.

Last day of Trinity Term, 1863.

Sewell, Robert Burleigh, Bonchurch, Isle of Wight.

NOTICES OF APPLICATION TO TAKE OUT OR RENEW ATTORNEY'S CERTIFICATES.

June 13, 1863.

Breton, Alexander Gordon, Walsall, Staffordshire; 7, Alfred-place West, South Kensington; Charnworth, Dorset; and 201, Piccadilly.
Chilwell, George, Birmingham; and Sparkbrook, King's Norton, Worcester.
Drew, Alfred, Surbiton, Surrey.
Farmer, George Noble, 12, Wellington-terrace, Kentish Town.
Gibbs, Griffith, Swansea.
Granger, Benjamin, 1, James-street, Adelphi.
Gush, William Frederick, 40, Camden-square.
Hewitt, Thomas Sidney, Eden Town, Stanwix, Cumberland.
Hutchinson, William Johnson, 6, Priam-place, Albion-road, Hammersmith; and 6, Vernon-street, Pentonville.
Little, George Hutchinson, Manchester.
Morton, Robert, Halstead, Essex; 9, Ampton-street, Gray's-inn-road; and 17, Percy-circus, Pentonville.
Newton, Ralph George, Buckworth, Huntingdon; and 27A, Great Percy-street, Percy-circus, Pentonville.
Pamphilon, Frederick William, 18, South-street, Thurloe-square, Brompton; and 7, Queen's-buildings, Brompton.
Sanderson, Charles, Calcutta.
Shield, Hugh, Egham, Surrey.
Spyer, Sydney John, 9, Chichester-street, Hyde-park.
Trotman, Arthur Laurence, Battle.
Walker, John Fraser, 30, Litchfield-street, Soho.
Wallis, Frederick Poyntz Stanley, 20, Lincoln's-inn-fields; Church Hill, Hornsey; 17, Acton-street, Gray's-inn-road; and 5, Liverpool-street, Euston-road.
Wightman, Dossey, Sheffield.

PUBLIC COMPANIES.

BILLS IN PARLIAMENT.

The following bills for the formation of new lines of railway have been read a third time and passed in the House of Commons:—

CHARING CROSS.
DRAYTON JUNCTION.
ELLESMERE AND WHITCHURCH.
WREXHAM, MOLD, AND CONNAH'S QUAY.

PROJECTED COMPANIES.

THE RESIDENTIAL CLUBS COMPANY (LIMITED).

Capital £130,000, in 26,000 shares of £5 each.

Solicitors—Messrs. Hancock, Saunders, & Hawksford, 36, Carey-street, Lincoln's-inn.

The object of the Residential Clubs Company is to provide bachelors of limited income with gentlemanlike abodes in the metropolis and suburbs, embracing most of the advantages of the principal club-houses, thus combining style, comfort, society, and amusements with economy.

It is proposed to purchase or take upon leases sufficient ground in London and the suburbs, easy of access by rail and road, and thereu[illegible] to erect commodious and substantial edifices, each building to contain a sufficient number of chambers (all having fireplaces), club, dining, reception, and reading rooms, kitchens, baths, and other conveniences: the whole to be completely and appropriately furnished, including plate, linen, and all requisites for domestic use.

According to an official list, just published, 316 petitions for private bills have been presented in the present session, and only 35 local acts have received the Royal assent; and only 18 public acts have been passed. The session is expected to be a light one in public acts.

BIRTHS AND DEATHS.

BIRTHS.

HENNIKER—On May 23, at Leinster-square, the wife of Aldborough Henniker, Esq., Barrister-at-Law, of a son.
HOLBERTON—On May 24, the wife of J. L. Holberton, Esq., Solicitor, Brierly-hill, of a daughter.
WOOD—On May 24, the wife of Charles Wood, Esq., of Lincoln's-inn, Barrister-at-Law, of a daughter.

DEATHS.

HAMMOND—On May 21, at Wentworth-lodge, Finchley, Middlesex, aged 69, Sarah, the beloved wife of Henry Hammond, Esq., of Wentworth Lodge, Finchley, and Furnival's-inn, London, Solicitor.
HOBSON—On May 23, at 109, Lansdowne-place, Brighton, Margaretta Jane, the relict of the late Pemberton Hobson, Esq., H.M.'s Attorney-General for St. Vincent, W.I., aged 58.
ROUMIEU—On May 22, at her residence, 8, Regent-square, Matilda, widow of the late John Roumieu, Esq., of Lincoln's-inn, in her 81st year.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

MANNERS, CHARLES, High-street, Lambeth, Gentleman, and JOHN MANNERS, Buckle-court, Whitechapel, Gentleman, and THOMAS FEARS, Well-street, Buck-lane, Gentleman. £255, £3 per Cent. reduced.—Claimed by Thomas Richard Manners, Administrator of Charles Manners, deceased, the survivor.
MIDDLETON, RIGHT HON. DIGBY, BARON of Wollaton, Nottingham. £2,415: 11: 4, Consols.—Claimed by Hon. Henry Baron Middleton, Rev. Charles Walter Hudson, and Charles Chouler, surviving executors of said Digby Baron Middleton.

ESTATE EXCHANGE REPORT.

AT THE MART.

By Messrs. NORTON, HOGGART, & TRIST.

Freehold building land, Redhill, Surrey, 11a. 3r. 7p.—Sold for £1,930.
Freehold brick field and pottery, situate in rear of above, 6a. 3r. 23p.; let on lease at £52 per annum—Sold for £700.
Leasehold shop and dwelling house, Clapham Common.—Sold for £140.
Leasehold residence, Hatton-court, Threadneedle-street, and yard in the rear; term, house and premises about 360 years rent free, yard 36 years, from September 1836, at £16 per annum.—Sold for £6,000.
Leasehold residence, Spring-grove, Middlesex; held for 1,000 years at a peppercorn rent.—Sold for £1,450.
Freehold residence, Down House, Clifton, near Bristol.—Sold for £3,600.
Freehold, known as "The Monies" and "Old Man's Hatch" Farms, situate in the parishes of Great Bently, and St. Osyth, Essex, comprising farmhouse, stabling, &c., with two cottages, gardens, &c.; altogether containing about 130a. 0r. 17p.; let for a term, to expire at Michaelmas, 1866, at £180 per annum.—Sold for £5,400.

By Messrs. EDWIN FOX & BOUSFIELD.

Freehold cottage, Prospect-place, Cheshunt.—Sold for £640.
Leasehold dwelling house, 7, Penton-place, Pentonville.—Sold for £90.
Leasehold dwelling houses 5 & 6 Elizabeth-place, Balls-pond.—Sold for £275.
Leasehold dwelling houses, 11, 12, 13, 14 & 15, Cambridge-circus, Cambridge-heath.—Sold for £225.
Leasehold dwelling house, 12, Union-street, Moorfields.—Sold for £120.
Freehold residence and grounds, Norwood, Surrey, with outbuildings, &c., comprising about 2a. 3r. 20p.—Sold for £4,850.
Freehold dwelling house, 48, Great Prescott-street, Goodman's-fields.—Sold for £1,070.
Freehold tenements, 5, 6, 7, & 8, Angel and Porter-court, Golden-lane, St. Lukes.—Sold for £235.
Leasehold residence, 9, Colville-terrace West, Westbourne-grove West, Bayswater.—Sold for £940.

AT GARRAWAYS.

By Messrs. DANIEL CROMIN & SON.

The lease and goodwill of the "Duke of Clarence" public house, North-street, Lisson grove.—Sold for £4,900.
Lease and goodwill of the "Queen's Head," corner of Sherrard-street and Queen-street, Golden-square.—Sold for £1,300.
Leasehold roadside public house, the "Chestnut Tree Inn," Chestnut Tree Walk, Walthamstow.—Sold for £400.

Lease and goodwill of the "Duke of York" Public House, York-street, Marylebone.—Sold for £6,750.
Lease and goodwill with possession of the "Wellesley Arms" Public House, Robert-street, Chelsea.—Sold for £3,200.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, May 22, 1863.

UNLIMITED IN CHANCERY.

Professional Life Assurance Company (Registered).—The Master of the Rolls will, on June 4 at 12, proceed to make a call on all contributories of this company for three pounds fifteen shillings per share.

TUESDAY, May 26, 1863.

UNLIMITED IN CHANCERY.

Oldbury Benefit Building Society, No. 2.—Petition for winding up, presented May 25, will be heard before the Master of the Rolls, on June 5. Ashurst, Morris, & Knight, Old Jewry, agents for Stokes, Dudley, Solicitors for the petitioners.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, May 22, 1863.

Adams, John, Hardingstone, Northampton, Ploughwright. June 20. Rands, Northampton.
Carman, John, Bruton st, Middlx, Trunk Maker. July 1. Fyson & Co, Frederick's-pl, Old Jewry.
Fisher, Ann, Grosvenor-pl, Camberwell, Omnibus Proprietress. June 30. Luckett, Worthing.
Hathway, Eliz, Bristol, Spinster, Wine and Spirit Dealer. July 21. King & Plummer, Bristol.
Knapp, Chas, Esq., Middle Temple, Barrister-at-Law. Oct 1. Fairfoot & Co, Clement s-inn.
Mann, Wm, Great Yarmouth, Fish Salesman. July 1. Cufaude, Great Yarmouth.
Mountain, Rev. Thos, Sheffield. July 23. Bramley & Gainsford, Sheffield.
Pullar, Wm, Ashton-in-Mackerfield, Lancaster, Farmer. July 20. Taylor, St Helens.
Smith, Geo, Peckham, Vintner. June 24. Gregson, Angel-ct, Throgmorton-st.
Stone, Jas, St. Martin's-le-Grand, Victualler. June 24. Terrell & Chamberlane, Basinghall-st.

TUESDAY, May 26, 1863.

Birrell, John, Guards, Kirkandrews-on-Esk, Cumberland, Farmer. July 1. Wright, Carlisle.
Brydges, Sarah, Putley, Hereford. Aug 1. Masefield, Ledbury.
Bullen, Thos, Newark-upon-Trent, Miller. July 1. Percy & Goodall, Nottingham.
Foster, John, Kingston-upon-Hull, Comm Merchant. Aug 21. Gale & Middlemiss, Hull.
Gaskell, Geo, Margate, Gent. July 23. Daniel, Ramsgate.
Giles, Ann, Putley, Hereford, Widow. Aug 1. Masefield, Ledbury.
Goodwin, Ralph Willis, Burnham Abbey, Bucks, Gent. Aug 10. Taylor & Co, Gt James-st, Bedford-row.
Halford, Jas, Blaisden-bridge, Westbury-upon-Severn, Farmer. June 24. Carter & Goold, Newnham.
Hobson, Wm, Harley-st, Esq. June 30. Symes & Sandilands, Fenchurch-st.
Rogers, Mary, Sloane-sq, Chelsea, Spinster. June 10. Sole & Co, Aldermanbury.
Schofield, Edmund Burrows, Sheffield, Auctioneer. July 22. Wake, Sheffield.
Simes, Eliz, Montpelier-crescent, Brighton, Widow. July 4. Paterson & Longman, Winchester-bldgs.
Simes, John Thos, Montpelier-crescent, Brighton, Esq. July 4. Paterson & Longman, Winchester-bldgs.
Sykes, John, Sheffield, Manufacturer of Powder Flasks. June 24. Wake, Sheffield.
Thompson, Mary Gammon, Ramsgate, Widow. July 23. Daniel, Ramsgate.
Turner, Eliz, Welton, East Riding of York, Widow. Aug 21. Gale & Middlemiss, Hull.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, May 26, 1863.

French, Wm, Findon, Sussex, Yeoman. June 20. French v. Sandilands, V. C. Stuart.
Glanville, Rbt, St Austell, Cornwall, Gent. May 27. Glanville v. Glanville, M.R.
Lane, John, Paignton, Devon, and George Town, Demerara, Esq. July 15. Bluett v. Bluett, M.R.
Morgan, Watkin, Swansea, Tanner. June 22. Thomas v. Morgan, M.R.
Pollard, John, Stamford, Butcher. June 25. Hurry v. Pollard, V. C. Stuart.
Warburton, Geo, Ryley-cum-Tatchouse, Chester, Farmer. June 20. Warburton v. Warburton, V. C. Wood.
Willson, Thos, Watford, Hertford, Victualler. June 26. Brush v. Willson, V. C. Stuart.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, May 22, 1863.

Aldred, Saml Botson, & Edw Cooper Aldred, Holborn-hill, Woollen Drapers. May 15. Comp. Reg May 22.
Baker, Geo, Bootle, Lancaster, Saw Mill Proprietor. April 28. Conv. Reg May 19.
Banham, Maria, Tolleshunt Major, Essex, Widow, Grocer. April 28. Asst. Reg May 20.
Bedford, Chas John Riland, Leamington Priors, Gent. May 4. Comp. Reg May 19.
Bell, Geo, Wickford, Essex, Grocer. May 4. Comp. Reg May 21.
Brookes, Hy, Cheltenham, Butcher. May 6. Conv. Reg May 20.
Butler, Isaac, Ettingshall, Stafford, Provision Dealer. April 22. Asst. Reg May 20.
Clay, Elisha, Wrestr, Eating-house Keeper. April 22. Conv. Reg May 20.
Clements, Andrew, & Rbt Johnson, Manch, Contractors. April 23. Ass. Reg May 21.
Cross, Wm, Rose-lane, Norwich, Butcher. April 24. Conv. Reg May 21.
Day, Hy Jas, Queen-st, Pimlico, Watchmaker. April 22. Conv. Reg May 18.
Dickinson, Emma, & Clara Dickinson, Lpool, Dealers in Berlin Wool. April 25. Asst. Reg May 20.
Dixon, Saml Jackson, Middleton-rd, Oldham, Mechanic. May 19. Comp. Reg May 22.
Foulsham, Hy, Norwich, Leather Merchant. May 14. Comp. Reg May 21.
Freshwater, Wm, Bedford, Builder. April 25. Conv. Reg May 21.
Fuller, Hy, Union-st, Southwark, Boot Maker. May 4. Asst. Reg May 20.
Goodwill, Wm, Sunderland, Grocer. April 23. Comp. Reg May 21.
Harrison, Thos Newton, Hessle, York, Gent. May 15. Asst. Reg May 22.
Hughes, Geo, Wrexham, Beerseller. May 12. Conv. Reg May 21.
Jenkinson, Wm, Sheffield, Paper Mnfactrer. April 22. Conv. Reg May 19.
Keane, Edw, Atherstone, Chemist. April 24. Asst. Reg May 21.
Kirk, Edw, Bail of Lincoln, Butcher. May 6. Asst. Reg May 22.
Knight, Geo, High-st, Notting-hill, Cheesemonger. May 12. Asst. Reg May 20.
Lee, Michael Ballard, & Hy Michael Lee, Manch, Jewellers. April 27. Conv. Reg May 19.
Mountford, John, Stoke-upon-Trent, Manufacturer of Earthenware. April 23. Asst. Reg May 21.
Napp, Thornton Mace, Norton Subcourse, Norfolk, Farmer. May 11. Conv. Reg May 21.
Philcox, Thos, Brighton, Builder. April 24. Asst. Reg May 22.
Robinson, Stewart Hy, Ashton-under-Lyne, Chemist. April 25. Asst. Reg May 21.
Robinson, Wm, Corn Exchange Hotel, Newcastle-upon-Tyne, Victualler. May 1. Asst. Reg May 19.
Rose, Jas, Kingston-upon-Hull, Paper Dealer. April 27. Ass. Reg May 20.
Sherwood, Gross, Landport, Boot Maker. May 14. Conv. Reg May 19.
Smith, Wm Lewis, Ebbw Vale, Monmouth, Draper. April 27. Asst. Reg May 22.
Spence, John Buck, Lpool, Merchant. April 27. Conv. Reg May 22.
Tanner, Wm, Kidlington, Oxford, Draper. April 23. Conv. Reg May 20.
Tough, John, Fenchurch-st, Civil Engineer. May 9. Conv. Reg May 20.
Valler, John, Birdham, Sussex, Victualler. April 27. Asst. Reg May 20.
Wainwright, Wm, jun, Charlton, near Chester, Butcher. April 23. Conv. Reg May 21.
Watson, Isaac, Portsea, Grocer. April 24. Conv. Reg May 20.
Weeks, Rbt, Bristol, Carpenter. April 27. Conv. Reg May 20.
Wilby, Jos, Manch, Currier. April 24. Asst. Reg May 20.
Woodhouse, Saml Jos, New Bond-st, Hatter. May 1. Comp. Reg May 21.

TUESDAY, May 26, 1863.

Allman, Edw, Kingston-upon-Hull, Boot Maker. May 11. Asst. Reg May 25.
Boddy, Christopher, Cheetham, Manch, Baker. May 4. Comp. Reg May 23.
Briggs, Thos, Middlesborough, Grocer. April 27. Asst. Reg May 23.
Colson, John Wesley, Queen-st, Exeter, Paper Hanger. May 11. Asst. Reg May 25.
Dawson, Thos, Mirfield, York, Flock Dealer. May 12. Conv. Reg May 25.
Edmeston, Robt, & Wm Woodhead, Bradford, Worsted Manufacturers. April 28. Asst. Reg May 23.
Freeborough, Edw, & Vincent Hy Parker, Kingston-upon-Hull, Oil Brokers. May 7. Asst. Reg May 25.
Frost, Geo, Leek, Stafford, Wheelwright. April 29. Conv. Reg May 23.
Garman, Jas Burton, Litcham, Norfolk, Grocer. May 4. Comp. Reg May 23.
Green, Fredk Owen, Hatton-garden, Glass Dealer. May 18. Comp. Reg May 23.
Lewis, Thos Arundel, Greenwich, Commander in H.M.R.N. April 30. Comp. Reg May 23.
Lloyd, Thos, Newbold-moor, Chesterfield, Builder. April 27. Conv. Reg May 25.
Ogden, Edw, Cleckheaton, York, Builder. May 1. Asst. Reg May 26.
Powell, Wm Geo, Bath, Attorney-at-Law. May 18. Asst. Reg May 23.
Riches, Frank, Topcroft, Norfolk, Farmer. May 20. Asst. Reg May 22.
Todd, John, Manchester-rd, Bradford, Tailor. April 28. Conv. Reg May 25.
Twist, Joseph Hewitt, Manch, Watchmaker. April 27. Asst. Reg May 23.
Wright, Newenham Chas, Bloomsbury-sq, Solicitor. May 5. Asst. Reg May 23.

Bankrupts.

FRIDAY, May 22, 1863.

To Surrender in London.

Abbey, Hy, Skinner-st, Snow-hill, Engraver. Adj May 18. June 9 at 12. Aldridge.
Adams, Geo, Grocer, Whitstable. Pet May 18. June 9 at 11. Mercer, Mincing-lane, and Towne, Margate.
Allen, Wm, High-st, Poplar, Boot Maker. Pet May 18. June 9 at 11. Hope, Ely-pl.
Ashford, Eliza, Moreton-pl, Pimlico, Widow. Pet May 18. June 9 at 1. Richardson, Three King-ct, Lombard-st.
Brittain, Wm, Wilton-sq, New North-rd, Builder. Adj May 18. June 9 at 12. Aldridge.
Collyer, Geo Fredk, East-rd, Hoxton, Tailor. Pet May 16. June 4 at 12. Stocken, Cornhill.
Cooper, Edward Watson, Lower Thames-st, Dealer in Wines and Spirits. Adj May 18. June 9 at 12. Aldridge.
Davies, Thos Nuttall, Millpond Bridge, Nine Elms, Surrey, Inspector to a Gas Company. Pet May 16. June 4 at 1. Stopher & Co., Coleman-st.
Dyer, Montague, Michael's-grove, Brompton, Commercial Clerk. Pet May 19 (for pau). June 9 at 12. Aldridge.
Everett, Geo, Union st, Borough, Victualler. Pet May 19. June 9 at 11. Peverley, Coleman-st.
Field, Geo Edward, Lower Shadwell, Middlx, Biscuit Manufacturer. Pet May 19. June 9 at 12. Jenkins, Nicholas-lane.
Forde, Jas, Luton, Straw Hat Manufacturer. Pet May 19 (for pau). June 2 at 3. Aldridge.
French, David, Chatham, Corn Merchant. Pet May 20. June 4 at 2. Laurence & Co, Old Jewry.

Frost, Saml, Cressing, nr Braintree, Essex, Miller. Pet May 16. June 16 at 11. Prall & Nicklinson, Chancery-lane.
Gee, Geo, Edingthorpe, Norfolk, Cattle Dealer. Pet May 6. June 4 at 2. Sole & Co, Aldermanbury, for Miller & Co, Norwich.
Grylls, Glynn, jun, Ash, Kent, Farmer. Pet May 20. June 9 at 1. Cowland, Lincoln's-inn-fields.
Guttenberg, Otto Von, Bromley, Gent. Adj May 15. June 9 at 11. Aldridge.
Hammond, Jas, Ramsgate, Victualler. Adj May 15. June 2 at 1. Aldridge.
Hawker, Jas, Dorset-st, Portman-sq, House Decorator. Pet May 15 (for pau). June 4 at 12. Aldridge.
Hirons, Thos, Hall-park, Paddington, Comm Agent. Pet May 18. June 6 at 1. Spiller, South-pl, Finsbury.
Howes, Wm Jas, Meadow-row, New Kent-rd, Boot Manufacturer. Pet May 20. June 2 at . Bartley, Bartlett's-buildings, Holborn.
Hunt, John, Danvers-st, Chelsea, no business. Adj May 18. June 2 at 2. Aldridge.
Innes, Robt, Verulam-buildings, Gray's-inn, Clerk in the War Office. Pet May 19. June 6 at 1. Wells, Moorgate-st.
Jackson, Geo, John's-ter, Old Woolwich-rd, East Greenwich, Grocer. Adj May 15. June 4 at 1. Aldridge.
Jacobs, John, Graces-alley, Wellclose-sq, Middlx, Fishmonger. Pet May 19. June 4 at 12. Beard, Basinghall-st.
James, Sydney John, Arbour-sq, East Stepney, Secretary to the Poplar Hospital. Pet May 18. June 2 at 1. Buchanan, Walbrook.
Knotts, John, Walker's-ct, Soho, Tripe Dresser. Pet May 20. June 4 at 2. Lewis & Lewis, Ely-pl.
Lawrence, Chas Hy, Church-st, Woolwich, Clothier. Pet May 16. June 2 at 2. Lewis, Raymond-buildings.
Marks, Solomon, 11 Minories, Print Seller. Pet May 15. June 4 at 1. Chidley, Old Jewry.
Payne, Wm, Manor-st, Clapham, Linen Draper. Pet May 19. June 1 at 11. Hill, Basinghall-lane.
Rowley, Hugh, Sloane-st, Chelsea. Pet May 19. June 2 at 3. Pook, Basinghall-st.
Seal, Saml, Asylum-rd, Old Kent-rd, Warehouseman. Adj May 16. June 2 at 2. Aldridge.
Steedman, John, Central-st, St Lukes, Middlx, Baker. Pet May 19. June 9 at 11. Wells, Moorgate-st.
Stocker, Geo Buckton, Goswell-st, Middlx, Haberdasher. Pet May 19. June 9 at 12. Bennett, Tooley-st.
Thomas, John, High-st, Notting-hill, Butcher. Pet May 19 (for pau). June 1 at 2. Aldridge.
Travis, John, Red Lion-yd, Clerkenwell, Farrier. Pet May 19 (for pau). June 1 at 2. Aldridge.
Tregallas, Charlotte (and not Tregattas, as previously advertised).
Watts, Percival, 174 Fleet-st, Musical Instrument Maker. Pet May 19. June 1 at 12. Wells, Moorgate-st.
White, John, George-row, Dockhead, Surrey, Baker. Pet May 19. June 1 at 1. Juckes, Basinghall-st.

To Surrender in the Country.

Arrowsmith, Saml, Tranmere, Chester, out of business. Pet May 16. Poulton, June 10 at 12. Bretherton, Lpool.
Auckland, Thos, Knottingley, York, Potter. Pet May 19. Pontefract, June 5 at 11. Jefferson, Pontefract.
Black, John, Lincoln, out of business. Pet May 18. Lincoln, June 3 at 11. Brown & Son, Lincoln.
Blaney, John, Hulme, Plasterer. Pet May 18. Salford, June 6 at 9.30. Swan, Manch.
Blight, Peter, Newport, Milliner. Pet May 15. Newport, June 2 at 12. Davis, Newport.
Bolingbroke, Jas, Kingston-upon-Hull, Last Maker. Pet May 13. Hull, May 27 at 11. Summers, Hull.
Brooks, Thos, Birthwaite, Westmoreland, Tailor. Pet May 18. Newcastle-upon-Tyne, June 10 at 11.30. Wilson, Kendal, or Hodge & Harle, Newcastle-upon-Tyne.
Burn, Wm, Wolsingham, Durham, Victualler. Pet May 16. Wolsingham, June 6 at 1. Hutchinson, Stanhope.
Butterworth, Hy, Rochdale, Watchmaker. Pet May 18. Manch, June 5 at 12. Boote, Manch.
Chapman, Jas, Maid's-causeway, Cambridge, Engineer. Pet May 16. Cambridge, May 30 at 4. Hunt, Cambridge.
Cook, Moses, Chesterfield, Joiner. Pet May 12. Chesterfield, June 15 at 10. Binney, Sheffield.
Cushing, Stephen, Attleborough, Farmer. Pet May 20. Attleborough, June 4 at 12. Emerson, Norwich.
Dawber, Peter, St Helen's, Lancaster, Victualler. Pet May 16. St Helen's, June 2 at 11. Marsh, St Helen's.
Deif, Daniel Wilson, Lakenham, Norwich, Railway Labourer. Pet May 18. Norwich, June 1 at 11. Sadd, Norwich.
Douglas, John Blacklock, Bishopwearmouth, Grocer. Pet April 24. Sunderland, June 2 at 2. Robinson, Sunderland.
Gardner, Chas Edw, Paignton, Devon, Saddler. Pet May 18. Totnes, June 6 at 11. Michelmore, Totnes.
Gregg, John, St Swithin, Norwich, Draper. Pet May 7. Norwich, June 4 at 11. Sadd, Norwich.
Groves, Matthew, Middlesborough, Innkeeper. Adj May 12. Leeds, June 8 at 11. Simpson, Leeds.
Hallstone, John, Lpool, Draper. Pet May 16. Lpool, June 2 at 3. Thornley, Lpool.
Hepworth, Geo Nicholson, Sheffield, Silver Plater. Adj March 17. Sheffield, June 5 at 2. Mason, York.
Hill, Thos, Swansea, Fishmonger. Adj May 15. Swansea, June 4 at 12.
Hodges, Chas, Les Bailey, Gloucester, Labourer. Pet April 29. Newnham, June 3 at 10. Whatley, Mitcheldean.
Hudson, Thos, Wakefield, Ironmonger. Pet May 20. Leeds, June 4 at 11. Brown, Wakefield, and Bond & Barwick, Leeds.
Hurst, John, Eckington, Derby, Grocer. Pet May 16. Chesterfield, June 15 at 10. Busby, Chesterfield.
Jenkins, John, Cwmynyscoy, Monmouth, Contractor. Pet May 9. Pontypool, June 1 at 12. Edwards, Pontypool.
Kew, John, Goring, Oxford, Castrator. Pet May 15. Wallingford, June 5 at 1. Smith, Reading.
Lane, Thos, Tamworth, Warwick, out of business. Pet May 19 (for pau). Birm, June 10 at 12. James & Co, Birm.
Lewis, Sarah, Arrow, Warwick, Toll Collector. Pet May 12 (for pau). Alcester, June 2 at 1. Kiby, Banbury.
Loudon, Hugh, Sunderland, Linen Draper. Pet May 2. Newcastle-upon-Tyne, June 2 at 12. Brignal, Durham.
Madder, Edw, East Leake, Nottingham, Carrier. Pet May 20. Loughborough, June 9 at 10. Giles, Loughborough.
Mogg, Walter, Stalbridge, Coach Builder. Pet May 19. Shaftesbury, June 2 at 11. Atkinson, Blandford Forum.
Newby, John, Birkenhead, Earthenware Dealer. Pet May 20. Birkenhead, June 4 at 10. Henry, Lpool.
Newcombe, Hiram, Exeter, Boot Maker. Pet May 16 (for pau). Exeter June 2 at 11. Floud, Exeter.
Nicholson, Robt, Gt Driffield, East Riding of York, Boot Maker. Pet May 19. Gt Driffield, June 3 at 11. Allen, Gt Driffield.
Nicks, Robt, Woodbury, Devon, Corn Dealer. Pet May 14 (for pau). Exeter, June 2 at 11. Floud, Exeter.
Norris, John, Over Darwen, Lancaster, Ironmonger. Pet May 18. Blackburn, June 8 at 1. Swan, Manch.
Owen, Robt, Pendleton, Lancaster, Agent. Adj May 12. Manch, June 15 at 12. Gardner. Manch.
Peyton, Lumley Woodyear, Penzance, Cornwall, Lieutenant H.M. Navy. Pet May 20. Exeter, June 5 at 1. Hirtzel, Exeter.
Reaney, Martin, Dronfield, Derby, Blacksmith. Pet May 14. Chesterfield, June 15 at 10. Binney, Sheffield.
Rolls, John Jas, Chisell Portland. Pet May 18 (for pau). Weymouth, June 3 at 10.
Sclater, Edw Wm Jones, Canterbury, Carver. Adj May 14 (for pau). Canterbury, June 1 at 2.
Shade, Thos, Amble, Northumberland, Innkeeper. Pet May 18. Alnwick, June 2 at 11. Wilkinson, Alnwick.
Tatem, Chas, Wolverhampton, Gilder. Pet. Wolverhampton, June 11 at 12. Walker, Wolverhampton.
Tayton, John, Coventry, Farmer. Pet May 18. Coventry, June 9 at 3. Smallbone, Coventry.
Tomkins, Edw, Diglis, Worcester, Coal Dealer. Pet May 20. Birm, June 10 at 2. Francis, Birm.
Tranter, Jas, Sheffield, Edge Tool Forger. Pet May 19. Sheffield, June 10 at 2. Binney, Sheffield.
Tunstill, Robt, Burnley, out of business. Pet May 18. Burnley, June 11 at 3.30. Backhouse & Whittam, Burnley.
Walton, John Thos, Crook, Durham, Boot Maker. Pet May 11. Newcastle-upon-Tyne, June 5 at 12. Turnbull & Bell, Hartlepool.
Winterbottom, Robt, Hapton, nr Burnley, Farmer. Pet May 19. Manch, June 19 at 11. Cobbett & Wheeler, Manch.
Wright, Chas, Mistley, Essex, Sail Maker. Pet May 7. Harwich, June 2 at 3. Jones, Colchester.

TUESDAY, May 26, 1863.

To surrender in London.

Ayers, Francis, Redhill, Reigate, Road Contractor. Adj May 16. June 9 at 2. Aldridge.
Chapman, Zephaniah, St. Stephen, Norwich, Scrivener. Pet May 12. June 9 at 2. Shirrett & Son, Philpot-lane, London, and Pollard, Ipswich.
Church, Hy Wm, Hackney-road, Collector. Pet May 23. June 11 at 12. Morris & Co, Moorgate-street-chambers.
Clark, Alfred Wm, Down's-terrace, Clarence-road, Lower Clapton, Varnish Dealer. Pet May 19 (for pau). June 9 at 11. Aldridge.
Coveney, Wm, Dover, Baker. Pet May 21. June 9 at 1. Lawrance & Co., Old Jewry-chambers.
Costin, Jas, High-st, Hoxton Old-town, Plumber. Pet May 19. June 11 at 11. Shapland, Copthall-buildings.
Dockriell, Edw, George-st, Hampstead-road, Tailor. Pet May 20. June 11 at 11. Juckes, Basinghall-st.
Drane, Wm Tuttell, Hethersett, Norfolk, Surveyor. Pet May 23. June 9 at 12. Doyle, Verulam-bldngs, Gray's-inn, and Sadd, Norwich.
Edmonds, Isaac, Guildsborough, Northampton, Gent. Pet May 23. June 9 at 2. Loftus & Young, New-inn, Strand, agents for Shoosmith, Northampton.
Elgar, Geo Lawrence, Park-st, Gloucester-gate, Regents-park, Tobacconist. Pet May 22. June 11 at 12. Treherne & Wolferston, Gresham-st.
Gilder, Chas, Hitchen, Hertford, Builder. Pet May 22. June 16 at 12. Crosley & Burn, Lombard-st, London, and Simpson, Luton.
Gilman, Jas, Berwick-st, Oxford-st, Tailor. Pet May 15. June 11 at 12. Morris & Co, Moorgate-street-chambers.
Heath, Wm Edmund, Burton-st, Burton-cres, Middx, Clerk in the Admiralty. Pet May 22. June 11 at 11. Smith, Wilmington-sq.
Howes, Wm Jas, Meadow-row, New Kent-road, Wholesale Boot Manufacturer. Pet May 20. June 2 at 2. Bartley, Bartlett's-bldngs.
Humphries, Joseph, High-st, St. Marylebone, Builder. Pet May 20. June 16 at 12. Markby, Roll's-chmbrs, Chancery-lane.
Ilnicki, Anthony, Paulton's-ter, King's-rd, Chelsea, Insurance Office Clerk. Pet May 21 (for pau). June 16 at 12. Aldridge.
James, Jas, London-rd, West Croydon, Comm Traveller. Pet May 21. June 9 at 1. Laurence & Co, Bread-st, Cheapside.
Keene, Raymond, Basinghall-st, Accountant. Pet May 20. June 9 at 12. Chandler, Clement's-lane.
Lodge, Jas, Drury-lane, Middx, Carpenter. Pet May 22. June 16 at 11. Hare, Old Jewry.
Milner, Thos Wm, Queen-st, Cheapside, Surveyor. Pet May 20. June 9 at 11. Drew, New Basinghall-st.
Morton, Arthur Molesworth, David Lunnon, and Geo Edw Morton, Buckingham-st, Strand, Coal Merchants. Pet May 15. June 16 at 12. Keene, Lower Thames-st.
Moss, Rchd, Bartholomew-sq, Old-st, St. Lukes, Coppersmith. Pet May 18. June 9 at 11. Marshall & Son, Hatton-garden.
Neil, Wm Jno, Rickinghall, Suffolk, Flax Manufacturer. Pet May 20. June 16 at 11. Reed, Gresham-st.
Newsham, Hugh, Yaxley, Huntingdon, out of business. Pet May 21. June 9 at 12. Sole & Co, Aldermanbury.
Parks, Jacob, Riley-st, Chelsea, Dealer in Milk. Pet May 21. June 9 at 1. Hill, Basinghall-street.
Rhodes, Wm Ebt, Hampton, Middx, Painter. Pet May 22. June 8 at 1. Thistlethwaite, Strand.
Rivière, Julien, Princes-st, Leicester-sq, Bootmaker. Adj May 18. June 8 at 1. Aldridge.
Royston, Hy, Old Church-st, Paddington, Professed Cricket Player. Pet May 21. June 9 at 12. Herring, Stafford-chambers, Marylebone-rd.
Thomas, Fredk Samson, Wharton-st, Pentonville, Middx, Mine Lessee. Adj May 18. June 8 at 11. Aldridge.

Trought, Geo, Cotton-row, Marlborough-rd, Dalston, Tailor. Pet May 19 (for pau). June 9 at 11. Aldridge.
Welch, Jas, Penton-pl, Pentonville, Middlx, Builder. Pet May 22. June 8 at 1. Catchpole, Gt Tower-st.
Wells, Geo Miles, Aldersgate-st, Wholesale Dealer in Boots. Pet May 23. June 8 at 11. Blyth, St Swithin's-lane.
Williams, Wm Hy, Providence-buildings, New Kent-rd, Wheelwright. Pet May 22. June 9 at 1. Bartley, Bartlett's-buildings, Holborn.
Yeates, Robt, Hackney-rd, Cutler. Pet May 22. June 9 at 2. Matthews & Co, Leadenhall-st.

To Surrender in the Country.

Austen, Chas John, Newlyn, nr Penzance, Commander, Royal Navy. Pet May 22. Exeter, June 5 at 1. Rescorla and Davies, Penzance, and Terrell, Exeter.
Bate, Wm., Everton. Adj May 20. Lpool, June 8 at 12.
Birch, Wm. Thos, Congleton, Victualler. Pet May 23. Congleton, June 6 at 11. Washington, Congleton.
Blackburn, Rchd, Undercliffe, near Bradford, Warehouseman. Pet May 22. Bradford, June 17 at 10.30. Hill, Bradford.
Burkinshaw, Geo, Thurgoland, York, Wood Collier. Pet May 22. Barnsley, June 26 at 2. Hamer, Barnsley.
Burnham, John, Speehamland, Berks, Cooper. Pet May 23. Newbury, June 9 at 11. Newbury, Cave.
Buscall, Geo Goddard, East Dereham, Yeoman. Pet May 21. East Dereham, June 19 at 11. Drake, East Dereham.
Chute, John Coleman, Birm, Theatrical Manager. Pet May 21. Birm, June 5 at 12. Robinson, Birm.
Clarke, Chas, Birm, out of employment. Pet May 12 (for pau). Birm, June 15 at 10.
Clarke, Edward, Sandbach, Chester, Butcher. Pet May 23. Congleton, June 6 at 12. Washington, Congleton.
Constable, Joseph, Bishops Stortford, Dealer in Marine Stores. Pet May 19. Bishops Stortford, June 11 at 11. Baker, Bishops Stortford.
Dicker, Wm, Hastings, Coach Builder. Pet May 21. Hastings, June 6 at 12. Savery, St. Leonards on-Sea.
Dobson, Chas, Lpool, Victualler. Adj May 20. Lpool, June 8 at 11.
Ealand, Thos Rchd, Birm, Factor's Clerk. Pet May 22. Birm, June 15 at 10. Powell, Birm.
Ellis, John, Pendleton, Lancaster, Joiner. Pet May 13. Manch, June 15 at 11. Chapman and Roberts, Manch.
Evans, Isaac, Llandilo, Carmarthen, Shoe Maker. Pet May 18 (for pau). Llandilo, June 1 at 10. Jeffries, Carmarthen.
Flather, Abraham, Toxteth-park, Lpool, Builder. Adj May 20. Lpool, June 8 at 11.
Goodall, Geo Hy, Lpool, Furniture Broker. Adj May 20. Lpool, June 8 at 12.
Goodwin, Jas, Seasalter, Kent, Wheelwright. Adj May 14 (for pau). Canterbury, June 1 at 2.
Guest, Wm, Manch, Cloth Agent. Pet May 8. Manch, June 15 at 9.30. Gardner, Manch.
Hall, Daniel, Oldswinford, Worcester, Clog Maker. Pet May 19. Stourbridge, June 22 at 10. Maltby, Dudley.
Holland, John, Leicester, Machine Fitter. Pet May 22. Leicester, June 6 at 10. Chamberlain, Leicester.
Holbrook, Edw, Ainsdale, near Southport, Stone Mason. Pet May 15. Lpool, June 8 at 12. Dodge and Wynne, Lpool.
Hutton, Nathan, of Rippan, York, Farmer. Adj May 12. Pontefract, June 5 at 11. Haigh, Hudd.
Howsin, Armine, Leeds, Horse Dealer Pet May 12 (for pau). Leeds, June 5 at 12. Simpson, Leeds.
Kemp, Thomas, Pontrhydfendigaid, Cardigan, Innkeeper. Pet May 16. Aberystwith, June 16 at 10. Vaughan, Aberystwith.
Kendall, Robert, Doncaster, out of business. Pet May 22. Doncaster, June 10 at 12. Woodhead, Doncaster.
Nicholls, John, Exeter, Innkeeper. Pet May 18. Exeter, June 6 at 11. Laidman, Exeter.
Palmer, Thomas, Collyhurst, Harpurhey, Manch, Wheelwright. Pet May 22. Manch, June 15 at 9.30. Swan, Manch.
Philp, George, Cranley, Surrey, Labourer. Pet May 14. Godalming, June 6 at 11. Geach, Guildford.
Price, Thomas, Oak Farm, Kingswinford, Stafford, Carpenter. Pet May 22. Stourbridge, June 22 at 10. Maltby, Dudley.
Robinson, Jas, Bradford, Cab Driver. Pet May 22. Bradford, June 17 at 10.30. Hutchinson, Bradford.
Sever, Wm, Bury, Cab Proprietor. Pet May 23. Bury, June 11 at 11. Crossland, Bury.
Simmons, John Wesley, Derby, Portrait Publisher. Pet May 13. Derby, June 24 at 12. Leech, Derby.
Smith, James, Liverpool, Builder. Pet May 18. Liverpool, June 9 at 11. Harvey, & Co., Liverpool.
Smith, John, Liverpool, Builder. Pet May 23. Liverpool, June 9 at 11. Tyrer, Liverpool.
Smith, Stephen, Birm, Grocer. Pet May 21. Birm, June 10 at 12. Powell, Birm.
Sutton, Elizabeth, Hartington, Derby, Grocer's Assistant. Pet Feb 13. Derby, June 25 at 12. Leech, Derby.
Thomas, Hy, Ashton-juxta Birminghham, Edge Tool Maker. Pet May 22. Birm, June 15 at 10. East, Birm.
Walpole, Robt, Little Bowden, Northampton, Stone Mason. Pet May 23. Birm, June 19 at 12. Rawlins, Market Harborough, and James, & Co., Birm.
Westaway, Jane, Ashburton, Devon, Grocer. Pet May 18. Exeter, June 6 at 11. Tucker and Son, Ashburton, and Floud, Exeter.
Wood, John, jun., Brierley-hill, Stafford, Publican. Pet May 18. Stourbridge, June 22 at 10. Cories, Worcester.

BANKRUPTCIES IN IRELAND.

Bates, Peter, Dublin, Ironmonger. To surr May 29 and June 12.
Doyle, Wm, Joseph Dublin, Leather Cutter. To surr May 26 and June 12.
Dullard, John, Dennettsbridge, Spirit Retailer. To surr May 26 and June 12.
Fisher, Joseph, Waterford, Printer. To surr June 2 and 19.
Kelrane, Patrick, Sligo, Provision Dealer. To surr June 2 and 16.
M'Donald, Alexander, Belfast, Timber Merchant. To surr May 29 and June 16.
Toner, Patrick, Armagh, Flax Dealer. To surr May 29 and June 16.

NORTHAMPTONSHIRE.

The Dallington Estate, in the parish of Dallington, close to the town of Northampton, freehold, nearly tithe-free, and subject only to a trifling land tax; comprising Dallington-hall, a large, elegant, and substantially-erected mansion, with several capital farms, and numerous other occupations, consisting chiefly of market gardens and accommodation lands, in immediate contiguity to Northampton, a great portion adapted for building purposes; the whole extending over 1,405a. 1r. 16p.; also the Advowson of the Vicarage of Dallington, and nearly the whole of the Village, the Manor of Dallington with its sporting rights and privileges, various Fee-Farm Rents, &c., valuable Beds of Ironstone, which have produced royalties exceeding £1,000 per annum during the last three years, the rental, including the royalties, woodlands, &c., being about £5,300 per annum.

MESSRS. DANIEL SMITH, SON, & OAKLEY have received instructions to SELL by AUCTION, at the MART, near the Bank of England, on TUESDAY, JULY 7, at TWELVE, in one or two Lots, this important FREEHOLD ESTATE; comprising Dallington Hall, a substantial stone-built mansion, pleasantly situate close to the church and village, and overlooking some finely-timbered park lands, with plantations, excellent fishponds, &c.; it contains 15 bed rooms, large reception rooms, a fine oak staircase and secondary staircase, and good domestic offices; extensive stabling and coach-houses, laundry, brew-house, &c., capital flower gardens and pleasure grounds, two walled kitchen gardens, with vinery, conservatory, forcing pits, productive orchard, &c. The kennel of the Pytchley hounds is within a few miles. The agricultural lands are of first-rate quality, and in the hands of highly respectable tenants; they are in an excellent state of cultivation, and the farm-houses and homesteads are in a good state of repair, and afford ample convenience for the proper cultivation of the land. There are numerous occupations, consisting of market-garden and accomodation lands, a considerable portion of which will doubtless be required shortly for building purposes, as the town of Northampton is rapidly spreading in the direction of the estate; also the Wheatsheaf Inn, in the village, and numerous cottages, nearly the whole of the village, with the exception of the almshouses and schools, is included: also Dallington Mill, which being so close to Northampton, is adapted for a good trade. The Manor of Dallington, with its sporting rights and privileges, the capital covers and plantations known as Dallington-heath. The advowson of the vicarage of Dallington, with good vicarage house, convenient homestead, and about 60 acres of very valuable glebe land, and tithe rent-charge of £21 1s. 6d. per annum; various fee farm rents, amounting to about £50 per annum; valuable beds of ironstone, which have produced royalties amounting to upwards of £1,000 per annum, during the last three years. The estate, which forms an uninterrupted domain of 1,405 acres, extending from the town of Northampton to Dallington-heath, and which possesses the advantages both of a residential landed property and a large extent of town lands, rapidly increasing in value, and subject only to very trifling outgoings, being entirely freehold, the land tax only £5 11s. 4d. per annum, will in the first instance be submitted to auction, in one lot, offering an opportunity for a sound investment, combined with a desirable residence in a central and favourite locality easily accessible from London and all the principal parts of the kingdom by railway, and conferring on the purchaser very considerable local influence. In the event of a sale not being effected in one lot, it will be immediately divided into two lots, when lot 1 will comprise the mansion, woodlands, plantations, farm lands, cottages, and village property, advowson, manor, fee farm rents, &c., in all about 1,150 acres, forming an exceedingly compact landed estate; and lot 2 will comprise 255 acres, close to Northampton, consisting of market garden and accommodation land, Dallington Mill, &c., forming an important tract of land, producing a large annual income, and capable either of being gradually converted into building land, or of immediate operations in a building scheme of magnitude.

Particulars, with plans, may be had of Messrs. HILLIARD, DALE, & STRETTON, Solicitors, 3, Gray's-inn-square, W.C; of GEORGE ANNESLEY, Esq., No. 64, Lincoln's-inn-fields, W.C.; of Mr. W. J. PEIRCE, Auctioneer, Northampton; and of Messrs. DANIEL SMITH, SON, & OAKLEY, Land Agents and Surveyors, 10, Waterloo-place, Pall-mall, S.W.

HAMPSHIRE.

Desirable Freehold Estate, near Bishop's Waltham about three miles from the Botley Station on the South-Western Railway, extending over about 454 acres.—Preliminary Advertisement.

MESSRS. DANIEL SMITH, SON, & OAKLEY are instructed to prepare for SALE by AUCTION, at the MART, near the Bank of England, in JULY, the following valuable FARM and WOOD LANDS, in the parishes of Durley and Bishop's Waltham, viz.—The Durley Manor Farm, comprising about 234 acres of arable and meadow land, on lease to a good tenant; Trullingham's Farm and other Lands and Cottage Properties, let to yearly tenants, and comprising about 43 acres, and 187 acres of Wood Land and Coppices, tithe-free, and in hand, which might be grubbed with advantage. The property, exclusive of the woods in hand, produces a rental of £354 10s., and offers an opportunity for a sound landed investment in a pretty and favourite neighbourhood.

Particulars and plans will shortly be prepared, and when published may be obtained of Messrs. DANIEL SMITH, SON, & OAKLEY, Land Agents and Surveyors, 10, Waterloo-place, Pall-mall, S W.

OXFORDSHIRE, within three miles of Oxford.—Capital Farm, for investment or occupation.

MESSRS. DANIEL SMITH, SON, & OAKLEY, have received instructions to SELL by AUCTION, at the MART, near the Bank of England, on TUESDAY, 9th June, at TWELVE o'clock, in Lots, the FRIZE FARM, in the township of Water Eaton, in the parish of Kidlington; comprising farm-house and homestead, and about 160 acres of capital land, with certain rights in Pixey Lot Meadow, in the parish of Yarnton, freehold and free of tithes. The farm adjoins the high roads from Oxford to Woodstock and Banbury, and is at present in the occupation of Mr. Treadwell, who is under notice to quit, so that possession may be had at Michaelmas next.

Particulars, with plans, may be had at the Mart, E.C.; of Messrs. DAYMAN & WALSH, Solicitors, Oxford; of Messrs. WESTERN, Solicitors, Great James-street, Bedford-row, W.C.; and of Messrs. DANIEL SMITH SON, & OAKLEY, 10, Waterloo-place, Pall-mall.

SOUTH DEVON.

The Flete Estate, a very important and choice Freehold Domain, with noble Mansion, one of the most distinguished Seats in this beautiful county, very picturesquely situate about nine miles from Plymouth, twelve from Totnes, two from Modbury, and four from Ivybridge Station on the South Devon Railway, within about seven hours of London.

MESSRS. DANIEL SMITH, SON, and OAKLEY have received instructions to SELL by AUCTION, at the MART, near the Bank of England, on TUESDAY, JULY 21, at TWELVE, in One Lot, the above valuable and extensive FREEHOLD RESIDENTIAL PROPERTY. It comprises a noble mansion of a baronial character, known as Flete, occupying one of the best sites in Devonshire, upon an eminence immediately above the vale, through which flows the lovely river Erme, surrounded by beautiful scenery, in the centre of a fine domain, and commanding extensive and picturesque views, including the range of the Dartmoor hills, approached through two lodges by long carriage drives through the park and plantations, and entered from a massive granite battlemented porch. The mansion is a handsome stone building, partly of the Elizabethan and partly of the early English style of architecture, completed in good taste, and of commanding appearance. It comprises hall, library, billard room, saloon, dining hall, all noble apartments of large dimensions, and fitted with granite chimney pieces, oak panels, and other fittings in keeping with the style of the house; also a second billiard room, smoking room, lobby with two bath rooms; a handsome carved oak staircase leads to the first floor. The chamber accommodation is extensive, and comprises about twenty-four principal and secondary apartments and seven dressing rooms. The domestic offices are extensive and good, including large vaulted cellars. The stabling is first-rate, comprising nine stalls and two boxes, large coach-houses, &c. The lawns, pleasure grounds, and gardens are tastefully laid out and ornamented by fine forest timber, and the appointments of the house generally adapt it for the requirements of an extensive establishment. The domain consists of 2,602 acres of freehold land (for the most part on the old red sandstone formation, and very fertile), extending in a compact form over a beautifully undulating country, with the house nearly in the centre, and ornamented by a large quantity of fine timber and very handsome woods and plantations, intersected by beautiful roads extending over several miles. It comprises about 1,430 acres of productive corn and root land, 742 acres of rich pasture and meadow land, and valuable orcharding, and 350 acres of wood land and plantations, crowning the undulations, and forming magnificent features the in landscape, lying very compactly in the several parishes of Holbeton, Ermington, Yealmpton, and Modbury, divided into fourteen large farms and numerous small occupations. The farm-houses and premises generally are in good order, a considerable outlay having been made some time since. The land is all let to yearly tenants at low rents. There is also a valuable quarry of building and lime stone. The estate includes impropriate tithe-rent charges in Holbeton and Ermington, commuted at £497 per annum; numerous cottages and small holdings, including great part of the village of Holbeton, and various chief and conventionary rents, producing a gross annual value of £5,155. The whole property forms a forming a remarkably sound investment, united to the advantage of a salubrious and mild climate, near the sea coast, a picturesque country, and the enjoyments to be found in fine partridge, pheasant, woodcock, and wild fowl shooting, first-rate salmon and trout fishing, yachting and fox-hunting, within easy reach of Mr. Trelawny's capital meets. The manorial and seignorial rights attached to the estate are valuable and extensive, and comprise free fishery in the Erme, franchise of wreck in the sea, free warren over the hundred of Ermington, and unrestricted right of pasturage on Erme plains, Dartmoor.

Particulars, with plans and views (5s. each), may be obtained of RICHARD ANDREWS, Esq., Solicitor, Modbury; of GEORGE LYTHALL CROCKET, Esq., Solicitor, 51, Lincoln's-inn-fields, W.C.; of Messrs. GODWIN & PICKETT, Solicitors, 3, King's-bench-walk, E.C.; and of Messrs. DANIEL SMITH, SON, & OAKLEY, Land Agents and Surveyors, 10, Waterloo-place, Pall-mall, S.W., where also a ground plan and photographs of the mansion may be seen.

OXFORDSHIRE.—Capital Farm, for Investment or Occupation.

MESSRS. DANIEL SMITH, SON, & OAKLEY have received instructions to SELL by AUCTION, at the MART, near the Bank of England, on TUESDAY, JUNE 9, at TWELVE o'clock, STOKE GRANGE FARM, in the parishes of Stoke Talmage and Wheatfield, two miles from Tetsworth, five from Thame, and 15 from Oxford; comprising farm house and premises, and 220 acres of capital arable and dairy land, entirely freehold, at present in the occupation of Mr. Treadwell, who is under notice to quit, so that possession may be had at Michaelmas next.

Particulars, with plans, may be had at the Mart, E.C.; of Messrs. DAYMAN & WALSH, Solicitors, Oxford; Messrs. WESTERN, Solicitors, Great James-street, Bedford-row, W.C.; and of Messrs. DANIEL SMITH, SON, & OAKLEY, 10, Waterloo-place, Pall-mall.

HAMPSHIRE, between Winchester, Southampton, Romsey, and Salisbury.—Freehold Landed Investments, desirable for occupation, consisting of farms, with suitable houses and buildings; together with about 282 acres of capital Land, principally arable, the remainder pasture, wood, &c.

MESSRS. DANIEL SMITH, SON, and OAKLEY have received instructions to SELL by AUCTION, at the MART, near the Bank of England, on TUESDAY, JUNE 16, at TWELVE, in lots, the above valuable PROPERTY, which will consist of Mount Pleasant Farm and 113a. 2r. 34p., let to Messrs. Grace & Cole; Green's Farm, including the Lockerley and Crichell's, Greens, &c., and 90a. 1r. 22p., in the occupation of Mr. Alfred Nunn; Hatcher's Farm, containing 36a. 0r. 25p., let to Messrs. Hatcher, Grace, & Moody; some valuable enclosures of rich arable and meadow land, called Queen's Mead, &c., consisting of 41a. 3r. 7p. in the occupation of Mr. Alfred Nunn. The whole of the property is situate in the several parishes of Lockerley and East Tytherley, and is within about two miles of the Dunbridge Station on the Salisbury and Bishopstoke Branch of the London and South Western Railway, and within easy communication with the metropolis.

Particulars, with plans, may be had of Messrs. WILSON, BRISTOWS, & CARPMAEL, 1, Copthall-buildings, Throgmorton-street, E.C.; at the Auction Mart, E.C.; the place of sale; and of Messrs. DANIEL, SMITH, SON, & OAKLEY, Land Agents and Surveyors, 10, Waterloo-place, Pall-mall, S.W.